

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Dept - Superintendents Office
INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES
(Non-Direct Service)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into on 07/12/2023 ("Agreement"), by and between **West Contra Costa Unified School District** ("District") and HARVEST CONSULTING ("Consultant"). Consultant and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** The District is authorized by Gov. Code § 53060 to contract with 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 experienced, and competent to perform the special services required. The Consultant shall furnish to the District the following services ("Services" or "Work"). The District may issue a Purchase Order(s) to the Consultant specifically indicating the scope of Services or Work to be performed by the Consultant as needed. The Consultant warrants that it is specially trained, licensed and experienced, and competent to perform the Services. **As indicated in Exhibit "A" and/or** **as follows:**

HARVEST CONSULTING WILL PROVIDE:

- CREATIVE ALIGNMENT
- MAXIMIZE COMMUNICATION
- SPARK MOTIVATION

2. **Agreement Time.** The Services shall commence on 08/01/2023, and shall be completed by 06/30/2024 ("Agreement Time").

3. **Price & Payment.** The Consultant shall furnish the Services to the District for the following compensation ("Agreement Price"):

- Consultant is providing services for a total flat fee of: \$ 150,000.00; **or**
- Consultant will provide a maximum number of hours of service at a rate of \$ _____ per hour for a total not to exceed \$ _____; **or**
- Other: _____.

Payment for the Services shall be made in accordance with the Terms and Conditions incorporated herein and any Purchase Order(s) issued by District for the Services. District must approve Consultant's form of invoice, which must be sufficiently detailed (e.g., name of school or department provided with Services, Purchase Order number, period of Services, number of hours of Services, brief description of services provided). Payments made in excess of one thousand five hundred dollars (\$1,500) to California non-residents, including corporations, limited liability companies, and partnerships, that do not have a permanent place of business in this state, are subject to seven percent (7%) state income tax withholding (Cal. Rev. & Tax Code § 1862). Tax exempt organizations, under either California or federal law, are exempt from the withholding.

4. Account Number	Funding Source	Central / Site	Amount
01-0000-5860-603-0000-7150-100100-0-0000	General Fund	Central	150,000.00

5. **This contract is budgeted and fully funded for this/these line item(s).** 150,000.00

Note: If no charge, enter "X's" in Account Number, NO CHARGE in Funding Source & 0.00 in the Amount field

6. **Number of Students / Staff Impacted.** Provide information on who will benefit from these services.

Number of Students and Staff Impacted per site					
Site N/A	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Cost per: Hour _____ Day _____ Week _____ Session _____ <i>Designate the cost using at least one of the above criteria</i>					
Are there any limitations on whom this program can serve? <i>Please elaborate</i>					
Describe how many individuals your program can serve in each tier: Tier 1: Program available to the entire classroom(s) or student bodies and generally available to all students who apply: Site / Students Tier 2: Program offered to a small group of students identified as in need of additional services: Site / Students Tier 3: Program offered 1:1 to students identified as in need of additional services: Site / Students					

7. **Annual Measurable Outcomes (AMO).** Describe which local indicators your lead agency is committed to improving and to what extent your program will impact change. What data will you collect and how frequently will you monitor this data to ensure success?

- Gain understanding of district, school site, and central office context
- Create sense of urgency with Executive Leadership
- Curate affinity spaces for leaders of color
- Identify and establish meeting cadences, expectations, and outcomes with School Site Teams
- Build awareness around antiracism change model within WCCUSD
- Establish Central Office Leadership team towards increasing capacity to hold the work post-consultancy
- Gather input Central Office leaders around current internal antiracist policies, procedures, and practices

8. **Continuing Service:** If this is a continuing service, please summarize what goals were met from the previous years' service and share any data that supports the identified goals being met.

9. **Justification:** Specialized Expertise Requirement of Grant or Funding Source

10. LCAP / SPSA Justification:

Select a goal:

11. Notice. Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service (effective the next business day following the deposit thereof with the overnight delivery service), addressed as follows:

<p>CONSULTANT HARVEST CONSULTING 696 62nd Street Oakland, CA 94609 Attn: Dr. Rachelle Rogers-Ard, Lead Phone: 510.333.3441 E-mail: rachellerogersard@gmail.com</p>	<p>DISTRICT West Contra Costa Unified School District 1108 Bissell Ave Richmond, CA 94804 Attn: Phone: 510-231-1101 E-mail: chris.hurst@wccusd.net</p>
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12. Submittal of Documents. The Consultant shall not commence the Services under this Agreement until the Consultant has submitted the following documents as indicated below (check all that are required):

<input checked="" type="checkbox"/> Signed Agreement	<input type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> W-9 Form	<input type="checkbox"/> Employment Determination Guide	<input checked="" type="checkbox"/> 590 Form
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13. Fingerprinting / Criminal Background / Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on any school site and the employees of any sub-consultants and/or subcontractors that will be on any school site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>). In addition, one of the following two boxes **must** be checked:

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s services under this Agreement and Consultant certifies its compliance with these provisions as follows:
“Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those employees are paid or unpaid, concurrently employed by the District or acting as independent contractors of the Consultant, who may have contact with District 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. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Consultant’s employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the Services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

District Representative’s Name & Initials: Kenneth C. Hurst Sr. **INITIAL HERE:** KH

14. Tuberculosis (TB) Screening. Check one of the following boxes:

- The District has a statement of TB Clearance on file for each person.
- Waiver of TB Screening.** The consultant is not required to provide evidence of TB Clearance because the Consultant will not work directly with students on more than an occasional basis.

INITIAL HERE: RRA (Consultant initials) **INITIAL HERE:** KH (District Representative initials)

15. Insurance: Consultant shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Consultant shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker’s compensation insurance, the District shall be named as an additional insured on all policies. Consultant’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Consultant shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Consultant, subcontractor, or agent has been obtained.

<i>Insurance NOT required of Consultant if the corresponding box initialed by District representative</i> ↓		
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate	
Workers Compensation	Statutory limits pursuant to State law	

16. Terms & Conditions. The Consultant has read and agrees to comply with the Terms & Conditions attached hereto.

INITIAL HERE: ^{RRA} (Consultant initials)

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

CONSULTANT

Harvest Consulting/Dr. Rachele Rogers-Ard, Lead

Dated: 07/17/2023

Signature: Rachele Rogers-Ard

Print Name: Rachele Rogers-Ard

Title: Lead Consultant

Email: rachellerogersard@gmail.com

CONSULTANT 2 (If Necessary)

Signature: _____

Print Name: _____

Title: _____

Date: _____

Employer Identification and/or Social Security Number:

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Type of Business Entity: Sole Proprietorship

State: California

DISTRICT

West Contra Costa Unified School District

Dated: _____

Signature: _____

Print Name: David Johnston

Title: Executive Director Business Services

DISTRICT

Site/Department Administrator

Signature: Kenneth C. Hurst Sr.

Print Name: Kenneth C. Hurst Sr.

Title: Superintendent

Site/Department: Dept - Superintendents Office

Email: chris.hurst@wccusd.net

By: _____
Executive Director

By: _____
Chief Academic Officer

By: _____
Community Schools Grant Approval

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

1. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work.
2. **Materials.** Consultant shall furnish, at Consultant's expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
3. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that Consultant and all Consultant's employees shall not be considered officers, employees, agents, partners, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant 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 Consultant's employees.
4. **Standard of Care.**
 - 4.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant'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 school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 4.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of this Agreement.
 - 4.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 4.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
5. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
6. **Copyright/Trademark/Patent.** The District acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials shared with or delivered to District in performance of this Agreement (the "Materials") solely created prior to or during the terms of this Agreement by the Consultant are proprietary to the Consultant. Consultant grants the District a non-exclusive, non-transferable, non-sub licensable, royalty-free license to use, reproduce, disclose, distribute, and transfer the Materials for educational and training purposes within the District. Any Materials created jointly will become jointly owned by the Consultant and the District. Each Party may reuse, resell, reproduce, disclose, distribute, and transfer the jointly created Materials at their sole discretion. The Materials produced, either in whole or in part, under this Agreement by Consultant shall not be copyrighted or patented by the District in the United States or in any country. Consultant agrees not to publicly share or distribute any confidential or personally identifiable information without prior written consent from the District.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) calendar days after the date of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon sixty (60) calendar days' written notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) calendar day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 7.3.3. Consultant is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.
 - 7.4. Written notice by District shall contain the reasons for

termination and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.5. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

7.6. **Termination for Non-Appropriation of Funds.** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the District. If the District fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor will only be entitled to payment for deliverables and Services that have been satisfactorily completed as of the termination date.

8. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

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

10. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing,

and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

11. **Health & Safety.** Consultant must comply with the orders, mandates, policies, safety protocols and practices established by the District, the Health Officer of the County of Contra Costa County, the state of California, and OSHA and Cal-OSHA related to required health monitoring, cleaning and sanitization practices, physical distancing requirements, face coverings, use of personal protective equipment, site safety protocols, community infectious disease spread reduction plan and communication matters; and must comply with the District's Vendor Vaccination Policy, if any (collectively "**Health & Safety Policies**") in effect as of the Effective Date and as may be revised during the Term. Consultant, its employees, agents, guests and invitees and subcontractors must always review and implement the Health & Safety Policies in their use of any District school site and in the performance of the Work.

12. **Release.** Consultant acknowledges that it is voluntarily and freely entering into this Agreement which may require the use District's school sites and/or interaction with District's agents, representatives, officers, consultants, employees, trustees, volunteers and students (the "indemnified parties") in performance of the Work. This interaction may include the possible exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID19, or any other similar virus or derivative strain (collectively "**Infectious Disease**"). Consultant further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Consultant hereby releases the indemnified parties from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Consultant, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants and any other person tracing exposure or illness to Consultant now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease in performance of the Work.

13. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

14. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

15. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee

of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

16. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant 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. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

17. **Title IX.** The Consultant shall comply with federal and state laws prohibiting sexual discrimination and sexual harassment, as that term is defined by Education Code section 212.5 and Title 5 CCR§ 4916.

17.1. Consultant acknowledges the District is a California public entity subject to all state and federal laws governing education, and agrees to adhere to all such laws, including but not limited to Education Code sections 212.5 and 221.1, Government Code sections 11135 and 12940(h), Title 5 California Code of Regulations, section 4915, 20 U.S. Code section 1681, and Title 34, Code of Federal Regulations, Section 106, all of which prohibit discrimination on the basis of sex, including sexual harassment;

17.2. Consultant shall prohibit and reasonably prevent a person in the educational environment of the District from sexually harassing or discriminating against another person in the work or educational environment of the local agency, and from retaliating against another person for reporting such conduct. "Educational environment" includes, but is not limited to, the following: the campus or school grounds of the District; properties controlled or owned by the District; and off-campus, if such activity is sponsored by the District, or is conducted by organizations sponsored by the District; and

17.3. Consultant shall be subject to the District's board policies and administrative regulations that conform to federal and state laws prohibiting sexual discrimination and harassment, including Board Policy ("BP") 5145.3, BP 5145.7, BP 4030, BP 4119.11, BP 4219.11, and Administrative Regulation ("AR") 4031, AR 5145.3, and AR 5145.7. In the event a District employee, student, or other person alleges prohibited conduct under this Agreement against the Consultant, including its employees and agents, the Consultant will cooperate with the District effort to abide by the policies and procedures outlined above. The District reserves its right to reduce or terminate the Agreement, as specified herein.

18. **Mandated Reporting.** All staff or volunteers associated with the Consultant must comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

19. **Workers' Compensation.** Consultant shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Consultant shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

20. **District's Right to Audit.** District retains the right to review and audit, and the reasonable right of access to Consultant's and any subcontractor's premises to review and audit, the Consultant's compliance with the provisions of this Agreement ("District's Audit Right"). The District's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Consultant's premises, of any and all Work-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District's Audit Right shall also include the right to interview current or former employees and subcontractors of Consultant with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.

20.1. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

20.2. Consultant shall, without limitation, permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

20.3. Consultant shall include audit provisions in any and all of its subcontracts, and shall ensure that provision is binding upon all subcontractors.

20.4. Consultant shall comply with these provisions within fifteen (15) calendar days of the District's written request to review and audit any or all of Consultant's Work-related documents, records and information. The District's Audit Right and Consultant's compliance with the same, shall be at no additional cost to the District.

20.5. In the event the District's Audit Right, or an audit by the State Auditor, evidences payments to Consultant not in accordance with the provisions of this Agreement, Consultant shall immediately pay District the amount of said payments not in compliance in addition to all costs reasonably incurred by District in conducting an audit hereunder.

20.6. Consultant acknowledges and agrees that the District's Audit Right, pursuant to the foregoing provisions, shall apply to, and may be utilized by the District for the production of, any records or documents subject to disclosure under the California Public Records Act, Government Code § 6250 et seq. ("CPRA"), unless otherwise exempt, and which may include, but

are not limited to, records or documents in the District's constructive possession but under Consultant's control regardless if created, sent, received, stored, or maintained in a personal account or device of Consultant or its employees, as prescribed by applicable law. In the event the District exercises District's Audit Right in response to or as part of a request under the CPRA, Consultant agrees to provide District with an affidavit, if and as needed or requested by District, within five (5) calendar days of District's request therefor, that certifies Consultant's search for and production of responsive records subject to disclosure pursuant to the CPRA, if any.

21. **Subcontractors.** Consultant may contract for or employ at Consultant's expense, subcontractors to the extent deemed necessary for completion of its Services or Work, licensed as required by applicable law. The names of subcontractors and a detailed scope of Work to be performed by any subcontractors shall be submitted to the District for approval prior to commencement of Services by a subcontractor. The District reserves the right to reject Consultant's use of any particular subcontractor. District shall not approve any invoice or application for payment submitted that includes costs for Services performed by a subcontractor that has not been approved by District. In the event Consultant contracts with or employs a subcontractor for the Work or Services, Consultant shall pay all subcontractor invoices within thirty (30) calendar days of receipt or as otherwise agreed to by Consultant and the subcontractor, in compliance with applicable law; all Consultant payments to and records between its subcontractor(s) shall be subject to the audit provisions herein this Agreement. Nothing in the foregoing shall create any contractual relationship between the District and any subcontractor(s) employed by Consultant under the terms of this Agreement

22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance and announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability.** Other than as provided in this Agreement, District'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 District 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.

24. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.

25. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this

Agreement.

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. **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 the California county in which the District's administration offices are located.

28. **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.

29. **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.

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

31. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, contractors, or subcontractors are to smoke or use drugs or alcohol on District sites.

32. **Conflict of Interest.** Consultant shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Consultant shall not hire any officer or employee of District to perform any service by this Agreement. Consultant affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Consultant's family, business or financial interest and the services provided under this Agreement, and 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 District's attention in writing. Through its execution of this Agreement, Consultant 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 Consultant receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Consultant agrees it shall notify District of this information.

33. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Consultant absent formal approval.

EXHIBIT "A"

Scope of Work or Services

If not otherwise set forth in the Agreement, the scope of Work or Services shall be as indicated in this Exhibit "A"; the Parties acknowledge and agree that the scope of Work or Services shall not consist of, incorporate, or include any terms and conditions of Consultant's proposal for this Agreement. The scope of Services to be performed by the Consultant may be authorized or directed by the District on an individual basis pursuant to a Purchase Order issued to the Consultant pursuant to this Agreement.

Please describe the overall goals of your program and the agency's metrics of success. This description should include when the program will take place, and what days and hours will the program be provided. What FTE will be assigned to the program/site.

School site strand: Identify school site teams; conduct antiracism audits; routinize meeting cadences
Central Office Leadership strand: Conduct antiracism audits; facilitate 1st Executive Retreat; begin crafting antiracism stance
School Board strand: Facilitate school board retreat: antiracism training

School site strand: Share data; facilitate monthly antiracism training and meeting structures w/SSTs
Central Office Leadership strand: Share data from audits and retreat. Continue crafting antiracism stance
School Board strand: Facilitate school board retreat: antiracism training

School site strand: Reflect on first five months; continue monthly trainings and meeting sessions; facilitate student antiracism Summit
Central Office Leadership strand: Facilitate 2nd Executive retreat; develop senior leader antiracism goals
School Board strand: Facilitate school board retreat: antiracism training

School site strand: Share data; facilitate monthly antiracism training and meeting structures w/SSTs
Central Office Leadership strand: Share data from audits and retreat. Continue crafting antiracism stance
School Board strand: Facilitate school board antiracism training antiracism training

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____		(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional) West Contra Costa Unified School District 1400 Marina Way South Richmond, CA 94804
6 City, state, and ZIP code			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 07/24/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

2022 Withholding Exemption Certificate**590****The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.****Withholding Agent Information**

Name

West Contra Costa Unified School District

Payee Information

Name

 SSN or ITIN FEIN CA Corp no. CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.)

City (If you have a foreign address, see instructions.)

State ZIP code

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

 Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 Partnerships or Limited Liability Companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

 Tax-Exempt Entities:

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

 Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

 California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

 Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

 Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to learn about our privacy policy statement, or go to ftb.ca.gov/forms and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone _____

Payee's signature ► _____ Date 07/24/2023

Year One: 2023 – 2024 Work Strands & Action Plan

Year Two planning

Assess, review, reflect

Review, reflect

	August/September	October - December	January	February/March	April/May	June
Strand 1: School site implementation	Identify school site teams; conduct antiracism audits; routinize meeting cadences	Share data; facilitate monthly antiracism training and meeting structures w/SSTs	Reflect on first five months; continue monthly trainings and meeting sessions	Facilitate student antiracism Summit; continue monthly sessions	Review & evaluate student Summit; continue monthly sessions	1 st year review; year two planning
Strand 2: Central Office leadership	Conduct antiracism audits; facilitate 1 st Executive Retreat focused on antiracist leadership practices	Share data from audits and retreat. Begin crafting antiracism stance	Facilitate 2 nd Executive retreat focused on leading across difference; craft senior leader antiracism goals	Continue crafting goals.	Share goals. Begin crafting implementation plan.	Facilitate 3 rd Executive retreat focused on Dare to Lead. Share results from year 1. Continue crafting implementation plan.
Strand 3: School Board development		Facilitate school board retreat: antiracism training		Facilitate school board retreat: antiracism training		Facilitate school board retreat: antiracism training

Process Detailed Timeline, Outcomes, and Fees

Year One: August 2023 – June 2024

Milestones & Activities	Outcomes	Fees
<p>August/September 2023: Creative Alignment</p> <p><i>School site strand:</i> Identify school site teams; conduct antiracism audits; routinize meeting cadences</p> <p><i>Central Office Leadership strand:</i> Conduct antiracism audits; facilitate 1st Executive Retreat; begin crafting antiracism stance</p> <p><i>School Board strand:</i> Facilitate school board retreat: antiracism training</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Gain understanding of district, school site, and central office context <input type="checkbox"/> Create sense of urgency with Executive Leadership <input type="checkbox"/> Curate affinity spaces for leaders of color <input type="checkbox"/> Identify and establish meeting cadences, expectations, and outcomes with School Site Teams <input type="checkbox"/> Build awareness around antiracism change model within WCCUSD <input type="checkbox"/> Establish Central Office Leadership team towards increasing capacity to hold the work post-consultancy <input type="checkbox"/> Gather input Central Office leaders around current internal antiracist policies, procedures, and practices 	<p>\$37,500</p>
<p>October – December 2023: Maximize Communication</p> <p><i>School site strand:</i> Share data; facilitate monthly antiracism training and meeting structures w/SSTs</p> <p><i>Central Office Leadership strand:</i> Share data from audits and retreat. Continue crafting antiracism stance</p> <p><i>School Board strand:</i> Facilitate school board retreat: antiracism training</p> <p style="text-align: right; font-size: small;">Harvest Consulting June 2023</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Ongoing monthly meetings with school site teams <input type="checkbox"/> Ongoing coordination meetings with Central Office team <input type="checkbox"/> Facilitate Central Office team meetings <input type="checkbox"/> Understand current state and future desired state for WCCUSD <input type="checkbox"/> Central office staff, site administrators, and school board members will understand the purpose and outcomes of this work <input type="checkbox"/> Craft a detailed workplan towards accountability across all employee groups <input type="checkbox"/> Employee groups begin to recognize their culpability in uploading whiteness 	<p>\$37,500</p>

Process Detailed Timeline, Outcomes, and Fees

Year One: August 2023 – June 2024

Milestones & Activities	Outcomes	Fees
<p>January – March 2024: Spark Motivation</p> <p><i>School site strand:</i> Reflect on first five months; continue monthly trainings and meeting sessions; facilitate student antiracism Summit</p> <p><i>Central Office Leadership strand:</i> Facilitate 2nd Executive retreat; develop senior leader antiracism goals</p> <p><i>School Board strand:</i> Facilitate school board retreat: antiracism training</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Participation from at least 200 students of color around creating and developing antiracist school site goals <input type="checkbox"/> Black and Brown student perspectives around racialized harm in WCCUSD <input type="checkbox"/> Senior leaders, school site leaders, and school board leaders begin understanding their culpability in upholding whiteness <input type="checkbox"/> “Anti-Blackness” is used in the WCCUSD lexicon and nomenclature <input type="checkbox"/> Design a process to allow Central Office leaders to begin making meaning around leading with an antiracist lens 	<p>\$37,500</p>
<p>April – June 2024: Spark Motivation</p> <p><i>School site strand:</i> Share data; facilitate monthly antiracism training and meeting structures w/SSTs</p> <p><i>Central Office Leadership strand:</i> Share data from audits and retreat. Continue crafting antiracism stance</p> <p><i>School Board strand:</i> Facilitate school board antiracism training</p> <p style="text-align: right; font-size: small;">Harvest Consulting June 2023</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Review & evaluate student Summit; continue monthly school site sessions <input type="checkbox"/> School site personnel participate in conversations around whiteness and antiblackness <input type="checkbox"/> School site personnel commit to eradicating racial harm for students of color <input type="checkbox"/> Curate affinity spaces for Black students and Black leaders <input type="checkbox"/> Central Office leaders commit to disrupt racist policies <input type="checkbox"/> School board members commit to interrogate racist board policies and disrupt weaponized whiteness <input type="checkbox"/> Assess and review previous years’ efforts <input type="checkbox"/> Compile recommendations for next year’s work 	<p>\$37,500</p>

Fees & Payment Schedule

Total Fees	August 2023 – June 2024	\$150,000
Payment schedule:	January 2024	\$75,000
	June 2024	\$75,000

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
	Rachelle Rogers-Ard					
	2 Business name/disregarded entity name, if different from above					
	Harvest Consulting					
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):		
	<input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate			Exempt payee code (if any) _____		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.			Exemption from FATCA reporting code (if any) _____		
<input type="checkbox"/> Other (see instructions) ▶ _____			(Applies to accounts maintained outside the U.S.)			
5 Address (number, street, and apt. or suite no.) See instructions.				Requester's name and address (optional)		
696 62nd Street						
6 City, state, and ZIP code						
Oakland, CA 94609						
7 List account number(s) here (optional)						

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
		-									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Rachelle Rogers-Ard, Lead</i>	Date ▶ <i>2/16/23</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007		FAX (A/C. No):
	E-MAIL ADDRESS: contact@hiscox.com		
INSURER(S) AFFORDING COVERAGE			NAIC#
INSURER A: Hiscox Insurance Company Inc			10200
INSURED Harvest Consulting 696 62Nd St Oakland, CA 94609	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	<input type="checkbox"/> N / <input type="checkbox"/> A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			P100.147.822.3	03/11/2023	03/11/2024	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

[Empty space for Certificate Holder]	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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DATE (MM/DD/YYYY)

02/08/2023

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PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007		FAX (A/C. No):
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INSURER(S) AFFORDING COVERAGE			NAIC#
INSURER A: Hiscox Insurance Company Inc			10200
INSURED Harvest Consulting 696 62Nd St Oakland, CA 94609	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			P100.148.671.3	03/11/2023	03/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONTRACT REQUEST FORM & VETTING

Date: 07/21/2023

New Contract or Amendment ^{New}

Requesting School / Department: Dept - Superintendents Office

Consultant / Company Name: Harvest Consulting

Program Name: Harvest Consulting

Consultant Email: rachellerogersard@gmail.com

Consultant Point Person: Dr. Rachele Rogers-Ard

Is this a Direct service provider? No

Is this a Non-direct service provider? Yes

If this is a Direct Service provider that is not listed in the Full Service Community Schools Booklet Business Services will add them to the next RFP process, which will take some time.
No services should be rendered until the vendor has been fully approved and received a Purchase Order and approved contract.

Fee Based ^x

No Fee

Number of Students/Families/Staff Impacted:
All

Description of Services: Brief Description

Gain understanding of district, school site, and central office context

Create a sense of urgency with Executive Leadership

Curate affinity spaces for leaders of color

Identify and establish meeting cadences, expectations, and outcomes with School Site Teams

Build awareness around the antiracism change model within WCCUSD

Establish a Central Office Leadership team towards increasing capacity to hold the work post-consultancy

Gather input from Central Office leaders around current internal antiracist policies, procedures, and practices

Account Number	Funding Source	Central/Site	Amount
01-0000-5860-603-0000-7150-100100-0-0000	General Fund	Central	150,000

Total 150,000.00

If this is a No Fee (In-Kind) Service
Account Number Field - Enter In Kind
Funding Source - Enter N/A
Amount Field - Enter 0.00

Strategic Vetting
(Attach this completed form to all contracts)

1. What is it you are proposing?

a. What is the program/initiative or item to be funded?
Equity-based and Anti-racism based work throughout WCCUSD

b. Define the scope of the work:
Antiracist work is designed to change systems and people's behavior. Antiracist work asks people to unlearn what they know, believe, and feel comfortable with and relearn something foreign and uncomfortable.

2. Is it research based? Yes

3. What will be the effect on student learning (effect size)?

Part of this work will involve direct instruction and coaching which has an effect size of .59 and .51 respectively. Any effect size above .4 is deemed effective.

4. What is the desired outcome benefit?

Participation from at least 200 students of color around creating and developing antiracist school site goals; Design a process to allow Central Office leaders to begin making meaning around leading with an antiracist lens; Central Office leaders commit to disrupt racist policies; School board members commit to interrogate racist board policies and disrupt weaponized whiteness

5. Why do we need this?

a. Is this a critical need or a nice to have? Critical Need

b. How does this fit into the instructional direction of the district?

This work is a critical need within the district and community and relates directly toward equitable learning environments

c. How does this make our students college and career ready?
Allows all students to have an equity and anti-racist lens

6. When would this occur and for how long?

a. When does this begin? 08/14/2023

b. When does it end? 06/28/2024

7. Who plays a role in this effort?

a. Who is responsible for managing the work?
Harvest Consulting

b. Who will actually do the work?
Harvest Consulting and WCCUSD learning community

c. Does this require additional teacher, support or DO/ESS staffing?
No

8. Does this add/reduce/replace principal/teacher workload?

No impact on Principal / Teacher workload

a. What other departments are required to play a role?
All of the WCCUSD community

9. Where does the work occur?

- a. Does this impact our school sites or the district office?
There is a positive impact to the learning environment

10. How do we pay for it given our budget deficit?

This will be funded from the set aside from the superintendent's budget

- a. What are the upfront costs? No
b. What are the ongoing costs? No
c. Is this to be from the General Fund or are there categoricals/grants to pay for this?
General Fund
d. If it is from the General Fund, what are you cutting to offset the cost for this?
N/A

11. What is required to sustain this?

N/A

- a. What other support items must be purchased?
N/A
b. Are there facility alterations required?
N/A
c. What will it take to sustain this effort?
N/A

12. How will you know that it's working?

Increased awareness around equity and anti-racism

13. How do you measure success?

Participation from at least 200 students of color around creating and developing antiracist school site goals; Design a process to allow Central Office leaders to begin making meaning around leading with an antiracist lens; Central Office leaders commit to disrupt racist policies; School board members commit to interrogate racist board policies and disrupt weaponized whiteness

Kenneth C. Hurst Sr.

Principal / Department Signature

Kenneth C. Hurst Sr.

Community Schools Grant or Department Director Approval

District Approval

Kenneth C. Hurst Sr.

Cabinet Approval

Board Date:

Requisition No.: 24000622

Purchase Order No.:

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Dept - Superintendents Office
INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES
(Non-Direct Service)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into on 07/11/2023 ("Agreement"), by and between West Contra Costa Unified School District ("District") and ILLUMINATED COLLECTIVE "Consultant". Consultant and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. Services. The District is authorized by Gov. Code § 53060 to contract with 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 experienced, and competent to perform the special services required. The Consultant shall furnish to the District the following services ("Services" or "Work"). The District may issue a Purchase Order(s) to the Consultant specifically indicating the scope of Services or Work to be performed by the Consultant as needed. The Consultant warrants that it is specially trained, licensed and experienced, and competent to perform the Services. [X] As indicated in Exhibit "A" and/or [X] as follows:

See attachments

2. Agreement Time. The Services shall commence on 07/01/2023, and shall be completed by 06/30/2024 ("Agreement Time").

3. Price & Payment. The Consultant shall furnish the Services to the District for the following compensation ("Agreement Price"):

[] Consultant is providing services for a total flat fee of: \$ 50,000.00; or

[X] Consultant will provide a maximum number of hours of service at a rate of \$ 175.00 per hour for a total not to exceed \$ 50,000.00; or

[] Other: _____.

Payment for the Services shall be made in accordance with the Terms and Conditions incorporated herein and any Purchase Order(s) issued by District for the Services. District must approve Consultant's form of invoice, which must be sufficiently detailed (e.g., name of school or department provided with Services, Purchase Order number, period of Services, number of hours of Services, brief description of services provided). Payments made in excess of one thousand five hundred dollars (\$1,500) to California non-residents, including corporations, limited liability companies, and partnerships, that do not have a permanent place of business in this state, are subject to seven percent (7%) state income tax withholding (Cal. Rev. & Tax Code § 1862). Tax exempt organizations, under either California or federal law, are exempt from the withholding.

Table with 4 columns: Account Number, Funding Source, Central / Site, Amount. Row 1: 01-0000-5860-603-0000-7150-100100-0-0000, General Funds, Central, 50,000

5. This contract is budgeted and fully funded for this/these line item(s). 50,000.00

Note: If no charge, enter "X's" in Account Number, NO CHARGE in Funding Source & 0.00 in the Amount field

6. **Number of Students / Staff Impacted.** Provide information on who will benefit from these services.

Number of Students and Staff Impacted per site					
Site N/A	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Cost per: Hour _____ Day _____ Week _____ Session _____ <i>Designate the cost using at least one of the above criteria</i>					
Are there any limitations on whom this program can serve? <i>Please elaborate</i>					
Describe how many individuals your program can serve in each tier: Tier 1: Program available to the entire classroom(s) or student bodies and generally available to all students who apply: Site / Students Tier 2: Program offered to a small group of students identified as in need of additional services: Site / Students Tier 3: Program offered 1:1 to students identified as in need of additional services: Site / Students					

7. **Annual Measurable Outcomes (AMO).** Describe which local indicators your lead agency is committed to improving and to what extent your program will impact change. What data will you collect and how frequently will you monitor this data to ensure success?
 See attachment

8. **Continuing Service:** If this is a continuing service, please summarize what goals were met from the previous years' service and share any data that supports the identified goals being met.
 N/A

9. **Justification:** Specialized Expertise Requirement of Grant or Funding Source

10. LCAP / SPSA Justification:

Select a goal:

11. Notice. Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service (effective the next business day following the deposit thereof with the overnight delivery service), addressed as follows:

<p>CONSULTANT ILLUMINATED COLLECTIVE 11285 Affinity Court Unit 121 San Diego, CA 92131 Attn: Cheryl Hibbeln Phone: 8582010984 E-mail: cherylhibbeln@gmail.com</p>	<p>DISTRICT West Contra Costa Unified School District 1108 Bissell Ave Rodeo, CA 94805 Attn: Phone: 510-231-1101 E-mail: chris.hurst@wccusd.net</p>
--	--

12. Submittal of Documents. The Consultant shall not commence the Services under this Agreement until the Consultant has submitted the following documents as indicated below (check all that are required):

<input checked="" type="checkbox"/> Signed Agreement	<input type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> W-9 Form	<input type="checkbox"/> Employment Determination Guide	<input checked="" type="checkbox"/> 590 Form
--	--	--	---	--

13. Fingerprinting / Criminal Background / Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on any school site and the employees of any sub-consultants and/or subcontractors that will be on any school site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>). In addition, one of the following two boxes **must** be checked:

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s services under this Agreement and Consultant certifies its compliance with these provisions as follows:
“Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those employees are paid or unpaid, concurrently employed by the District or acting as independent contractors of the Consultant, who may have contact with District 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. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Consultant’s employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the Services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

District Representative’s Name & Initials: Kenneth C. Hurst Sr **INITIAL HERE:** KH

14. Tuberculosis (TB) Screening. Check one of the following boxes:

- The District has a statement of TB Clearance on file for each person.
- Waiver of TB Screening.** The consultant is not required to provide evidence of TB Clearance because the Consultant will not work directly with students on more than an occasional basis.

INITIAL HERE: CH (Consultant initials) **INITIAL HERE:** KH (District Representative initials)

15. Insurance: Consultant shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Consultant shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker’s compensation insurance, the District shall be named as an additional insured on all policies. Consultant’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Consultant shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Consultant, subcontractor, or agent has been obtained.

<i>Insurance NOT required of Consultant if the corresponding box initialed by District representative</i> ↓		
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate	
Workers Compensation	Statutory limits pursuant to State law	

16. Terms & Conditions. The Consultant has read and agrees to comply with the Terms & Conditions attached hereto.

INITIAL HERE: CH (Consultant initials)

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

CONSULTANT
ILLUMINATED COLLECTIVE

Dated: 07/12/2023

Signature: Cheryl Hibbeln

Print Name: Cheryl Hibbeln

Title: President/CEO

Email: cherylhibbeln@gmail.com

CONSULTANT 2 (If Necessary)

Signature: _____

Print Name: _____

Title: _____

Date: _____

DISTRICT

West Contra Costa Unified School District

Dated: _____

Signature: _____

Print Name: David Johnston

Title: Executive Director Business Services

DISTRICT

Site/Department Administrator

Signature: Kenneth C. Hurst Sr.

Print Name: Kenneth C. Hurst Sr

Title: Superintendent


Site/Department: Dept - Superintendents Office

Email: chris.hurst@wccusd.net

By: _____
Executive Director

By: _____
Chief Academic Officer

By: _____
Community Schools Grant Approval

Employer Identification and/or Social Security Number:


NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Type of Business Entity: Sole Proprietorship
 State: CA

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

1. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work.

2. **Materials.** Consultant shall furnish, at Consultant's expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that Consultant and all Consultant's employees shall not be considered officers, employees, agents, partners, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant 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 Consultant's employees.

4. **Standard of Care.**

4.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant'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 school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of this Agreement.

4.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

4.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be

wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

6. **Copyright/Trademark/Patent.** The District acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials shared with or delivered to District in performance of this Agreement (the "Materials") solely created prior to or during the terms of this Agreement by the Consultant are proprietary to the Consultant. Consultant grants the District a non-exclusive, non-transferable, non-sub licensable, royalty-free license to use, reproduce, disclose, distribute, and transfer the Materials for educational and training purposes within the District. Any Materials created jointly will become jointly owned by the Consultant and the District. Each Party may reuse, resell, reproduce, disclose, distribute, and transfer the jointly created Materials at their sole discretion. The Materials produced, either in whole or in part, under this Agreement by Consultant shall not be copyrighted or patented by the District in the United States or in any country. Consultant agrees not to publicly share or distribute any confidential or personally identifiable information without prior written consent from the District.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) calendar days after the date of mailing, whichever is sooner.

7.2. **Without Cause by Consultant.** Consultant may, upon sixty (60) calendar days' written notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) calendar day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage; or

7.3.3. Consultant is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

7.4. Written notice by District shall contain the reasons for

termination and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.5. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

7.6. **Termination for Non-Appropriation of Funds.** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the District. If the District fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor will only be entitled to payment for deliverables and Services that have been satisfactorily completed as of the termination date.

8. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

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

10. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing,

and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

11. **Health & Safety.** Consultant must comply with the orders, mandates, policies, safety protocols and practices established by the District, the Health Officer of the County of Contra Costa County, the state of California, and OSHA and Cal-OSHA related to required health monitoring, cleaning and sanitization practices, physical distancing requirements, face coverings, use of personal protective equipment, site safety protocols, community infectious disease spread reduction plan and communication matters; and must comply with the District's Vendor Vaccination Policy, if any (collectively "**Health & Safety Policies**") in effect as of the Effective Date and as may be revised during the Term. Consultant, its employees, agents, guests and invitees and subcontractors must always review and implement the Health & Safety Policies in their use of any District school site and in the performance of the Work.

12. **Release.** Consultant acknowledges that it is voluntarily and freely entering into this Agreement which may require the use District's school sites and/or interaction with District's agents, representatives, officers, consultants, employees, trustees, volunteers and students (the "indemnified parties") in performance of the Work. This interaction may include the possible exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID19, or any other similar virus or derivative strain (collectively "**Infectious Disease**"). Consultant further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Consultant hereby releases the indemnified parties from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Consultant, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants and any other person tracing exposure or illness to Consultant now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease in performance of the Work.

13. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

14. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

15. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee

of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

16. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant 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. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

17. **Title IX.** The Consultant shall comply with federal and state laws prohibiting sexual discrimination and sexual harassment, as that term is defined by Education Code section 212.5 and Title 5 CCR§ 4916.

17.1. Consultant acknowledges the District is a California public entity subject to all state and federal laws governing education, and agrees to adhere to all such laws, including but not limited to Education Code sections 212.5 and 221.1, Government Code sections 11135 and 12940(h), Title 5 California Code of Regulations, section 4915, 20 U.S. Code section 1681, and Title 34, Code of Federal Regulations, Section 106, all of which prohibit discrimination on the basis of sex, including sexual harassment;

17.2. Consultant shall prohibit and reasonably prevent a person in the educational environment of the District from sexually harassing or discriminating against another person in the work or educational environment of the local agency, and from retaliating against another person for reporting such conduct. "Educational environment" includes, but is not limited to, the following: the campus or school grounds of the District; properties controlled or owned by the District; and off-campus, if such activity is sponsored by the District, or is conducted by organizations sponsored by the District; and

17.3. Consultant shall be subject to the District's board policies and administrative regulations that conform to federal and state laws prohibiting sexual discrimination and harassment, including Board Policy ("BP") 5145.3, BP 5145.7, BP 4030, BP 4119.11, BP 4219.11, and Administrative Regulation ("AR") 4031, AR 5145.3, and AR 5145.7. In the event a District employee, student, or other person alleges prohibited conduct under this Agreement against the Consultant, including its employees and agents, the Consultant will cooperate with the District effort to abide by the policies and procedures outlined above. The District reserves its right to reduce or terminate the Agreement, as specified herein.

18. **Mandated Reporting.** All staff or volunteers associated with the Consultant must comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

19. **Workers' Compensation.** Consultant shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Consultant shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

20. **District's Right to Audit.** District retains the right to review and audit, and the reasonable right of access to Consultant's and any subcontractor's premises to review and audit, the Consultant's compliance with the provisions of this Agreement ("District's Audit Right"). The District's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Consultant's premises, of any and all Work-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District's Audit Right shall also include the right to interview current or former employees and subcontractors of Consultant with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.

20.1. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

20.2. Consultant shall, without limitation, permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

20.3. Consultant shall include audit provisions in any and all of its subcontracts, and shall ensure that provision is binding upon all subcontractors.

20.4. Consultant shall comply with these provisions within fifteen (15) calendar days of the District's written request to review and audit any or all of Consultant's Work-related documents, records and information. The District's Audit Right and Consultant's compliance with the same, shall be at no additional cost to the District.

20.5. In the event the District's Audit Right, or an audit by the State Auditor, evidences payments to Consultant not in accordance with the provisions of this Agreement, Consultant shall immediately pay District the amount of said payments not in compliance in addition to all costs reasonably incurred by District in conducting an audit hereunder.

20.6. Consultant acknowledges and agrees that the District's Audit Right, pursuant to the foregoing provisions, shall apply to, and may be utilized by the District for the production of, any records or documents subject to disclosure under the California Public Records Act, Government Code § 6250 et seq. ("CPRA"), unless otherwise exempt, and which may include, but

are not limited to, records or documents in the District's constructive possession but under Consultant's control regardless if created, sent, received, stored, or maintained in a personal account or device of Consultant or its employees, as prescribed by applicable law. In the event the District exercises District's Audit Right in response to or as part of a request under the CPRA, Consultant agrees to provide District with an affidavit, if and as needed or requested by District, within five (5) calendar days of District's request therefor, that certifies Consultant's search for and production of responsive records subject to disclosure pursuant to the CPRA, if any.

21. **Subcontractors.** Consultant may contract for or employ at Consultant's expense, subcontractors to the extent deemed necessary for completion of its Services or Work, licensed as required by applicable law. The names of subcontractors and a detailed scope of Work to be performed by any subcontractors shall be submitted to the District for approval prior to commencement of Services by a subcontractor. The District reserves the right to reject Consultant's use of any particular subcontractor. District shall not approve any invoice or application for payment submitted that includes costs for Services performed by a subcontractor that has not been approved by District. In the event Consultant contracts with or employs a subcontractor for the Work or Services, Consultant shall pay all subcontractor invoices within thirty (30) calendar days of receipt or as otherwise agreed to by Consultant and the subcontractor, in compliance with applicable law; all Consultant payments to and records between its subcontractor(s) shall be subject to the audit provisions herein this Agreement. Nothing in the foregoing shall create any contractual relationship between the District and any subcontractor(s) employed by Consultant under the terms of this Agreement

22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance and announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability.** Other than as provided in this Agreement, District'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 District 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.

24. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.

25. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this

Agreement.

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. **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 the California county in which the District's administration offices are located.

28. **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.

29. **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.

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

31. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, contractors, or subcontractors are to smoke or use drugs or alcohol on District sites.

32. **Conflict of Interest.** Consultant shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Consultant shall not hire any officer or employee of District to perform any service by this Agreement. Consultant affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Consultant's family, business or financial interest and the services provided under this Agreement, and 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 District's attention in writing. Through its execution of this Agreement, Consultant 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 Consultant receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Consultant agrees it shall notify District of this information.

33. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Consultant absent formal approval.

EXHIBIT "A"

Scope of Work or Services

If not otherwise set forth in the Agreement, the scope of Work or Services shall be as indicated in this Exhibit "A"; the Parties acknowledge and agree that the scope of Work or Services shall not consist of, incorporate, or include any terms and conditions of Consultant's proposal for this Agreement. The scope of Services to be performed by the Consultant may be authorized or directed by the District on an individual basis pursuant to a Purchase Order issued to the Consultant pursuant to this Agreement.

Please describe the overall goals of your program and the agency's metrics of success. This description should include when the program will take place, and what days and hours will the program be provided. What FTE will be assigned to the program/site.

(A) Collaborate with the Superintendent/Assistant Superintendent of Human Resources and the Director of Classified Human Resources to drive the attainment of the pre-determined Annual Measurable Objectives (AMO's) and to determine timelines, priorities, and progress toward stated goals in the following areas: (1) Recruitment and retention

(2) Training within the department and organization

(3) Communication and response time

(4) Departmental collaboration between human resources and business services employees (5) Hiring and onboarding processes

(6) Response to all Equity Audit findings

(B) Collaborate with the Chief Academic Officer and Executive Directors of Secondary and Elementary to drive the attainment of the pre-determined Annual Measurable Objectives (AMO's) and to determine timelines, priorities and progress toward stated goals in the following areas:

(1) Collaboration around a shared vision within the Ed Services Division

(2) Collaboration between the Ed Services Division and the Executive Directors of Secondary and Elementary

(3) Response to Equity Audit Findings

Work will be charged by the hour (\$175/hr.) and/or by the day (\$1,400/day)

Travel will be reimbursed with receipts. Hotel, flight, transportation, and food charges should not exceed reasonable educational institution expectations.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____		Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code	West Contra Costa Unified School District 1400 Marina Way South Richmond, CA 94804		
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► _____	Date ► 07/11/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

2022 Withholding Exemption Certificate**590****The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.****Withholding Agent Information**

Name

[West Contra Costa Unified School District](#)**Payee Information**

Name

 SSN or ITIN FEIN CA Corp no. CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.)

City (If you have a foreign address, see instructions.)

State ZIP code

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

 Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 Partnerships or Limited Liability Companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

 Tax-Exempt Entities:

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

 Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

 California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

 Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

 Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to learn about our privacy policy statement, or go to ftb.ca.gov/forms and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone _____

Payee's signature ► _____ Date 07/11/2023



ILLUMINATED COLLECTIVE

Illuminated Collective, LLC
11285 Affinity Court, Unit 121
San Diego, CA 92131
illuminatedcollective.org

Contact Information

Cheryl Hibbeln
President
cherylhibbeln@att.net
858-201-0984

To: Dr. Chris Hurst, Superintendent
From: Cheryl Hibbeln, President, Illuminated Collective
Subject: Executive Leadership Consulting and Coaching
Date: July 6, 2023

Background

The Superintendent of West Contra Costa Unified School District has requested executive leadership consulting and coaching to enhance the skills, knowledge, and leadership capacity of the newly hired Assistant Superintendent of Human Resources, Director of Classified Human Resources and Assistant Superintendent/Chief Academic Officer.

Requested Services

The requested services would begin July 2023, commence in June 2024, and include executive coaching towards pre-determined Annual Measurable Objectives (AMOs) as defined in the scope of work.

Scope of Work

(A) Collaborate with the Superintendent/Assistant Superintendent of Human Resources and the Director of Classified Human Resources to drive the attainment of the pre-determined Annual Measurable Objectives (AMOs) and to determine timelines, priorities, and progress toward stated goals in the following areas:

- (1) Recruitment and retention
- (2) Training within the department and organization
- (3) Communication and response time
- (4) Departmental collaboration between human resources and business services employees
- (5) Hiring and onboarding processes
- (6) Response to an Equity Audit findings

(B) Collaborate with the Chief Academic Officer and Executive Directors of Secondary and Elementary to drive the attainment of the pre-determined Annual Measurable Objectives (AMO's) and to determine timelines, priorities, and progress toward stated goals in the following areas:

- (1) Collaboration around a shared vision within the Ed Services Division
- (2) Collaboration between the Ed Services Division and the Executive Directors of Secondary and Elementary
- (3) Response to Equity Audit Findings

Work will be charged by the hour (\$175/hr.) and/or by the day (\$1,400/day)

Travel will be reimbursed with receipts. Hotel, flight, transportation, and food charges should not exceed reasonable educational institution expectations.

Annual Measurable Objectives and Timelines

Human Resources AMOs:

Recruitment and Retention:

- Organized recruitment efforts monthly - 9/23 through 6/24
- Onboarding training for all administrators to increase retention—by 10/1/23.
- Job satisfaction survey with analysis and recommendations 12/23 and 5/24
- Creation of exit survey. —11/1/23

Training:

- Customer Service for the HR Department TBD
- Onboarding and employee retention (HR and all administrators) TBD
- Analysis of appropriate data to make ongoing decisions.
- Systems process mapping. TBD
- Thinking innovatively about staffing. TBD

Responses to Equity Audit Findings:

- Research into the findings along with recommendations for future actions will be provided on an ongoing basis.
- Responses to all findings will be provided before 6/30/24.

Educational Services AMOs:

Collaboration around a shared vision within the Educational Services Division:

- Design and facilitate an Educational Services Team Retreat Aug 7-9, 2023.
- Support for the creation of administrative regulations aligned to graduation and alternatives means policy by January 2024.

- Support for equitable master schedule design Nov 2023-June 2024.
- Ongoing technical support for division. Aug 2023-June 2024.

Collaboration between the Educational Services Division and the Executive Directors of Secondary and Elementary.

- Design and facilitate a professional learning with the CAO and EDs to clarify roles and responsibilities in the new organizational structure. Aug 10, 2023.
- Virtually support Friday meetings between the CAO, EDs and superintendent. Aug 2023-June 2024.
- Support the creation of a shared google doc to support instructional leadership walks. Aug 2023-Sept 2023.
- Ongoing technical support for EDs and CAO. Aug 2023-June 2024.

Cost of Services	not to exceed \$50,000 including travel.
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AGREEMENT FOR SHORT TERM SERVICES (VENDOR/CONSULTANT)

The requested services would begin July 2023, commence in June 2024, and include executive coaching towards pre-determined Annual Measurable Objectives (AMOs) as defined in the scope of work.

IlluminatED Collective LLC agrees to pay the Contractor no more than **FIFTY THOUSAND DOLLARS (\$50,000)**, including travel expenses. The Contractor will submit an invoice to IlluminatED Collective LLC at the end of each month for services rendered and expenses at an hourly rate of \$175/hour or \$1,400/day for in-person sessions.

IlluminatED Collective By:
 Cheryl Hibbeln
 Date:
 Signature: _____

WCCUSD
 Dr. Hurst
 Date:
 Signature: _____

CONTRACT REQUEST FORM & VETTING

Date: 07/21/2023

New Contract or Amendment ^{New}

Requesting School / Department: Dept - Superintendents Office

Consultant / Company Name: Illuminate Ed Collective

Program Name:

Consultant Email: cherylhibbeln@gmail.com

Consultant Point Person: Cheryl Hibblen

Is this a Direct service provider? No

Is this a Non-direct service provider? Yes

If this is a Direct Service provider that is not listed in the Full Service Community Schools Booklet Business Services will add them to the next RFP process, which will take some time. **No services should be rendered until the vendor has been fully approved and received a Purchase Order and approved contract.**

Fee Based

No Fee

Number of Students/Families/Staff Impacted:
All

Description of Services: Brief Description

- (1) Collaborate with the Superintendent/Assistant Superintendent of Human Resources and the Director of Classified Human Resources to drive the attainment of the pre-determined Annual Measurable Objectives (AMO's) and to determine timelines, priorities, and progress toward stated goals in the following areas: (1) Recruitment and retention
- (2) Training within the department and organization
- (3) Communication and response time
- (4) Departmental collaboration between human resources and business services employees
- (5) Hiring and onboarding processes
- (6) Response to all Equity Audit findings
- (7) Collaborate with the Chief Academic Officer and Executive Directors of Secondary and Elementary to drive the attainment of the pre-determined Annual Measurable Objectives (AMO's) and to determine timelines, priorities and progress toward stated goals

Account Number
01-0000-5860-603-0000-7150-100100-0-0000

Funding Source
General Funds

Central/Site
Central

Amount
50,000

Total 50,000.00

If this is a No Fee (In-Kind) Service
Account Number Field - Enter In Kind
Funding Source - Enter N/A
Amount Field - Enter 0.00

Strategic Vetting
(Attach this completed form to all contracts)

1. What is it you are proposing?

a. What is the program/initiative or item to be funded?
Coaching and Support for Interim Associate Sup of HR, Classified Director HR, and Ed Services

b. Define the scope of the work:
Collaborate with the Superintendent/Assistant Superintendent of Human Resources, Director of Classified Human Resources and Ed Ser to drive the attainment of the pre-determined Annual Measurable Objectives (AMO's) and to determine timelines, priorities, and progress toward stated goals

2. Is it research based? Yes

3. What will be the effect on student learning (effect size)?

When instructional coaching is conducted over-time in conjunction with data team analysis of how students learn to inform instruction student growth is impacted with an effect size of .51 (anything with an effect size above .4 is considered effective)

4. What is the desired outcome benefit?

Build capacity within the HR and Ed Services teams to effectively move toward the vision and increase student learning outcomes.

5. Why do we need this?

a. Is this a critical need or a nice to have? Critical Need

b. How does this fit into the instructional direction of the district?

Building capacity within the HR and Ed Services teams to effectively move toward the vision and increase student learning outcomes is directly link to our instructional vision.

c. How does this make our students college and career ready?

Coaching and evaluating processes and procedures in HR will lead to improved hiring processes and increase staffing. Coaching within Ed Services will lead to improved student learning outcomes and will allow better alignment to our graduate profile skills.

6. When would this occur and for how long?

a. When does this begin? 08/09/2023

b. When does it end? 06/07/2024

7. Who plays a role in this effort?

a. Who is responsible for managing the work?
Illuminate Ed Collective

b. Who will actually do the work?
Illuminate Ed Collective, Interim Associate Superintendent HR, Interim Classified Director HR, and Ed Services

c. Does this require additional teacher, support or DO/ESS staffing?
No

8. Does this add/reduce/replace principal/teacher workload?

No impact on Principal / Teacher workload

a. What other departments are required to play a role?
HR and Ed Services

9. Where does the work occur?

- a. Does this impact our school sites or the district office?
Central Office

10. How do we pay for it given our budget deficit?

This is being paid for from the "set aside" from the superintendent's budget

- a. What are the upfront costs? None
b. What are the ongoing costs? None
c. Is this to be from the General Fund or are there categoricals/grants to pay for this?
General Funds
d. If it is from the General Fund, what are you cutting to offset the cost for this?
N/A

11. What is required to sustain this?

N/A

- a. What other support items must be purchased?
N/A
b. Are there facility alterations required?
None
c. What will it take to sustain this effort?
N/A

12. How will you know that it's working?

Improved processes and procedures and increased staffing within the HR Department
Improved student learning outcomes

13. How do you measure success?

Organized recruitment efforts monthly - 9/23 through 6/24
Onboarding training for all administrators to increase retention—by 10/1/23.
Job satisfaction survey with analysis and recommendations 12/23 and 5/24
Creation of exit survey. —11/1/23
Customer Service for the HR Department
• Onboarding and employee retention (HR and all administrators)
• Analysis of appropriate data to make ongoing decisions.
• Systems process mapping.
• Thinking innovatively about staffing.

Kenneth C. Hurst Sr.

Principal / Department Signature

Kenneth C. Hurst Sr.

Community Schools Grant or Department Director Approval

District Approval

Kenneth C. Hurst Sr.

Cabinet Approval

Board Date:

Requisition No.: 24001141

Purchase Order No.:

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Dept - Business Services

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES
(Non-Direct Service)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into on 08/01/2023 ("Agreement"), by and between West Contra Costa Unified School District ("District") and Ryland School Business Consulting ("Consultant"). Consultant and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** The District is authorized by Gov. Code § 53060 to contract with 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 experienced, and competent to perform the special services required. The Consultant shall furnish to the District the following services ("Services" or "Work"). The District may issue a Purchase Order(s) to the Consultant specifically indicating the scope of Services or Work to be performed by the Consultant as needed. The Consultant warrants that it is specially trained, licensed and experienced, and competent to perform the Services. As indicated in Exhibit "A" and/or as follows:

Ryland School Business is a contractor who will provide West Contra Costa Unified School District Business Department assistance, support, and training during budget development, interim reporting; year-end closing of the books; general financial analysis as needed for negotiations; charter school petition evaluation and fiscal viability analysis; documentation of procedures; development of financial strategies and analysis related to growth or decline; recommendations for board policy; preparation of review of short-term and long term cash flow schedules; and presentations to the governing board.

2. **Agreement Time.** The Services shall commence on 07/24/2023, and shall be completed by 09/29/2023 ("Agreement Time").

3. **Price & Payment.** The Consultant shall furnish the Services to the District for the following compensation ("Agreement Price"):

Consultant is providing services for a total flat fee of: \$ _____; **or**

Consultant will provide a maximum number of hours of service at a rate of \$ 185.00 per hour for a total not to exceed \$ 37,000; **or**

Other: _____.

Payment for the Services shall be made in accordance with the Terms and Conditions incorporated herein and any Purchase Order(s) issued by District for the Services. District must approve Consultant's form of invoice, which must be sufficiently detailed (e.g., name of school or department provided with Services, Purchase Order number, period of Services, number of hours of Services, brief description of services provided). Payments made in excess of one thousand five hundred dollars (\$1,500) to California non-residents, including corporations, limited liability companies, and partnerships, that do not have a permanent place of business in this state, are subject to seven percent (7%) state income tax withholding (Cal. Rev. & Tax Code § 1862). Tax exempt organizations, under either California or federal law, are exempt from the withholding.

4. Account Number	Funding Source	Central / Site	Amount
01-0000-5860-677-0000-7300-600100-0-0000	Unrestricted	Central	\$37,000

5. **This contract is budgeted and fully funded for this/these line item(s).** x 37,000.00

Note: If no charge, enter "X's" in Account Number, NO CHARGE in Funding Source & 0.00 in the Amount field

6. **Number of Students / Staff Impacted.** Provide information on who will benefit from these services.

Number of Students and Staff Impacted per site					
Site All	Students All	Staff ALI	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Cost per: Hour _____ Day _____ Week _____ Session _____ <i>Designate the cost using at least one of the above criteria</i>					
Are there any limitations on whom this program can serve? <i>Please elaborate</i>					
Describe how many individuals your program can serve in each tier: Tier 1: Program available to the entire classroom(s) or student bodies and generally available to all students who apply: Site / Students Tier 2: Program offered to a small group of students identified as in need of additional services: Site / Students Tier 3: Program offered 1:1 to students identified as in need of additional services: Site / Students					

7. **Annual Measurable Outcomes (AMO).** Describe which local indicators your lead agency is committed to improving and to what extent your program will impact change. What data will you collect and how frequently will you monitor this data to ensure success?

The accomplishment of budget development; interim reporting; year-end closing of the books; general financial analysis as needed for negotiations; charter school petition evaluation and fiscal viability analysis; documentation of procedures; development of financial strategies and analysis related to growth or decline; recommendations for board policy; preparation or review of short-term and long-term cash flow schedules; and presentations to the governing board.

8. **Continuing Service:** If this is a continuing service, please summarize what goals were met from the previous years' service and share any data that supports the identified goals being met.

9. **Justification:** Specialized Expertise Requirement of Grant or Funding Source

10. LCAP / SPSA Justification:

Select a goal:

11. Notice. Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service (effective the next business day following the deposit thereof with the overnight delivery service), addressed as follows:

<p>CONSULTANT</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Attn: _____</p> <p>Phone: _____</p> <p>E-mail: _____</p>	<p>DISTRICT</p> <p>West Contra Costa Unified School District</p> <p>Business Services / 1400 Marina Way S.</p> <p>Richmond, CA 94804</p> <p>Attn: Kim Moses</p> <p>Phone: 510-231-1170</p> <p>E-mail: kmoses@wccusd.net</p>
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12. Submittal of Documents. The Consultant shall not commence the Services under this Agreement until the Consultant has submitted the following documents as indicated below (check all that are required):

<input checked="" type="checkbox"/> Signed Agreement	<input type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> W-9 Form	<input type="checkbox"/> Employment Determination Guide	<input checked="" type="checkbox"/> 590 Form
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13. Fingerprinting / Criminal Background / Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on any school site and the employees of any sub-consultants and/or subcontractors that will be on any school site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>). In addition, one of the following two boxes **must** be checked:

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s services under this Agreement and Consultant certifies its compliance with these provisions as follows:
“Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those employees are paid or unpaid, concurrently employed by the District or acting as independent contractors of the Consultant, who may have contact with District 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. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Consultant’s employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the Services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

District Representative’s Name & Initials: Kim Moses **INITIAL HERE:** KM

14. Tuberculosis (TB) Screening. Check one of the following boxes:

- The District has a statement of TB Clearance on file for each person.
- Waiver of TB Screening.** The consultant is not required to provide evidence of TB Clearance because the Consultant will not work directly with students on more than an occasional basis.

INITIAL HERE: _____ (Consultant initials) **INITIAL HERE:** KM (District Representative initials)

15. Insurance: Consultant shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Consultant shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker’s compensation insurance, the District shall be named as an additional insured on all policies. Consultant’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Consultant shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Consultant, subcontractor, or agent has been obtained.

<i>Insurance NOT required of Consultant if the corresponding box initialed by District representative</i>		↓
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate	KM
Workers Compensation	Statutory limits pursuant to State law	KM

16. Terms & Conditions. The Consultant has read and agrees to comply with the Terms & Conditions attached hereto.

INITIAL HERE: _____ (Consultant initials)

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

CONSULTANT

Dated: _____

Signature: _____

Print Name: _____

Title: _____

Email: _____

CONSULTANT 2 (If Necessary)

Signature: _____

Print Name: _____

Title: _____

Date: _____

Employer Identification and/or Social Security Number:

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.
Type of Business Entity:
State: _____

DISTRICT

West Contra Costa Unified School District

Dated: _____

Signature: _____

Print Name: David Johnston

Title: Executive Director Business Services

DISTRICT

Site/Department Administrator

Signature: Kim Moses

Print Name: Kim Moses

Title: Interim Associate Superintendent, Business Service

Site/Department: Dept - Business Services

Email: kmoses@wccusd.net

By: _____
Executive Director

By: _____
Chief Academic Officer

By: _____
Community Schools Grant Approval

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

1. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work.

2. **Materials.** Consultant shall furnish, at Consultant's expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that Consultant and all Consultant's employees shall not be considered officers, employees, agents, partners, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant 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 Consultant's employees.

4. **Standard of Care.**

4.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant'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 school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of this Agreement.

4.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

4.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be

wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

6. **Copyright/Trademark/Patent.** The District acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials shared with or delivered to District in performance of this Agreement (the "Materials") solely created prior to or during the terms of this Agreement by the Consultant are proprietary to the Consultant. Consultant grants the District a non-exclusive, non-transferable, non-sub licensable, royalty-free license to use, reproduce, disclose, distribute, and transfer the Materials for educational and training purposes within the District. Any Materials created jointly will become jointly owned by the Consultant and the District. Each Party may reuse, resell, reproduce, disclose, distribute, and transfer the jointly created Materials at their sole discretion. The Materials produced, either in whole or in part, under this Agreement by Consultant shall not be copyrighted or patented by the District in the United States or in any country. Consultant agrees not to publicly share or distribute any confidential or personally identifiable information without prior written consent from the District.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) calendar days after the date of mailing, whichever is sooner.

7.2. **Without Cause by Consultant.** Consultant may, upon sixty (60) calendar days' written notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) calendar day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage; or

7.3.3. Consultant is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

7.4. Written notice by District shall contain the reasons for

termination and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.5. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

7.6. **Termination for Non-Appropriation of Funds.** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the District. If the District fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor will only be entitled to payment for deliverables and Services that have been satisfactorily completed as of the termination date.

8. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

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

10. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing,

and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

11. **Health & Safety.** Consultant must comply with the orders, mandates, policies, safety protocols and practices established by the District, the Health Officer of the County of Contra Costa County, the state of California, and OSHA and Cal-OSHA related to required health monitoring, cleaning and sanitization practices, physical distancing requirements, face coverings, use of personal protective equipment, site safety protocols, community infectious disease spread reduction plan and communication matters; and must comply with the District's Vendor Vaccination Policy, if any (collectively "**Health & Safety Policies**") in effect as of the Effective Date and as may be revised during the Term. Consultant, its employees, agents, guests and invitees and subcontractors must always review and implement the Health & Safety Policies in their use of any District school site and in the performance of the Work.

12. **Release.** Consultant acknowledges that it is voluntarily and freely entering into this Agreement which may require the use District's school sites and/or interaction with District's agents, representatives, officers, consultants, employees, trustees, volunteers and students (the "indemnified parties") in performance of the Work. This interaction may include the possible exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID19, or any other similar virus or derivative strain (collectively "**Infectious Disease**"). Consultant further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Consultant hereby releases the indemnified parties from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Consultant, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants and any other person tracing exposure or illness to Consultant now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease in performance of the Work.

13. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

14. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

15. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee

of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

16. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant 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. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

17. **Title IX.** The Consultant shall comply with federal and state laws prohibiting sexual discrimination and sexual harassment, as that term is defined by Education Code section 212.5 and Title 5 CCR§ 4916.

17.1. Consultant acknowledges the District is a California public entity subject to all state and federal laws governing education, and agrees to adhere to all such laws, including but not limited to Education Code sections 212.5 and 221.1, Government Code sections 11135 and 12940(h), Title 5 California Code of Regulations, section 4915, 20 U.S. Code section 1681, and Title 34, Code of Federal Regulations, Section 106, all of which prohibit discrimination on the basis of sex, including sexual harassment;

17.2. Consultant shall prohibit and reasonably prevent a person in the educational environment of the District from sexually harassing or discriminating against another person in the work or educational environment of the local agency, and from retaliating against another person for reporting such conduct. "Educational environment" includes, but is not limited to, the following: the campus or school grounds of the District; properties controlled or owned by the District; and off-campus, if such activity is sponsored by the District, or is conducted by organizations sponsored by the District; and

17.3. Consultant shall be subject to the District's board policies and administrative regulations that conform to federal and state laws prohibiting sexual discrimination and harassment, including Board Policy ("BP") 5145.3, BP 5145.7, BP 4030, BP 4119.11, BP 4219.11, and Administrative Regulation ("AR") 4031, AR 5145.3, and AR 5145.7. In the event a District employee, student, or other person alleges prohibited conduct under this Agreement against the Consultant, including its employees and agents, the Consultant will cooperate with the District effort to abide by the policies and procedures outlined above. The District reserves its right to reduce or terminate the Agreement, as specified herein.

18. **Mandated Reporting.** All staff or volunteers associated with the Consultant must comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

19. **Workers' Compensation.** Consultant shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Consultant shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

20. **District's Right to Audit.** District retains the right to review and audit, and the reasonable right of access to Consultant's and any subcontractor's premises to review and audit, the Consultant's compliance with the provisions of this Agreement ("District's Audit Right"). The District's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Consultant's premises, of any and all Work-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District's Audit Right shall also include the right to interview current or former employees and subcontractors of Consultant with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.

20.1. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

20.2. Consultant shall, without limitation, permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

20.3. Consultant shall include audit provisions in any and all of its subcontracts, and shall ensure that provision is binding upon all subcontractors.

20.4. Consultant shall comply with these provisions within fifteen (15) calendar days of the District's written request to review and audit any or all of Consultant's Work-related documents, records and information. The District's Audit Right and Consultant's compliance with the same, shall be at no additional cost to the District.

20.5. In the event the District's Audit Right, or an audit by the State Auditor, evidences payments to Consultant not in accordance with the provisions of this Agreement, Consultant shall immediately pay District the amount of said payments not in compliance in addition to all costs reasonably incurred by District in conducting an audit hereunder.

20.6. Consultant acknowledges and agrees that the District's Audit Right, pursuant to the foregoing provisions, shall apply to, and may be utilized by the District for the production of, any records or documents subject to disclosure under the California Public Records Act, Government Code § 6250 et seq. ("CPRA"), unless otherwise exempt, and which may include, but

are not limited to, records or documents in the District's constructive possession but under Consultant's control regardless if created, sent, received, stored, or maintained in a personal account or device of Consultant or its employees, as prescribed by applicable law. In the event the District exercises District's Audit Right in response to or as part of a request under the CPRA, Consultant agrees to provide District with an affidavit, if and as needed or requested by District, within five (5) calendar days of District's request therefor, that certifies Consultant's search for and production of responsive records subject to disclosure pursuant to the CPRA, if any.

21. **Subcontractors.** Consultant may contract for or employ at Consultant's expense, subcontractors to the extent deemed necessary for completion of its Services or Work, licensed as required by applicable law. The names of subcontractors and a detailed scope of Work to be performed by any subcontractors shall be submitted to the District for approval prior to commencement of Services by a subcontractor. The District reserves the right to reject Consultant's use of any particular subcontractor. District shall not approve any invoice or application for payment submitted that includes costs for Services performed by a subcontractor that has not been approved by District. In the event Consultant contracts with or employs a subcontractor for the Work or Services, Consultant shall pay all subcontractor invoices within thirty (30) calendar days of receipt or as otherwise agreed to by Consultant and the subcontractor, in compliance with applicable law; all Consultant payments to and records between its subcontractor(s) shall be subject to the audit provisions herein this Agreement. Nothing in the foregoing shall create any contractual relationship between the District and any subcontractor(s) employed by Consultant under the terms of this Agreement

22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance and announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability.** Other than as provided in this Agreement, District'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 District 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.

24. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.

25. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this

Agreement.

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. **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 the California county in which the District's administration offices are located.

28. **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.

29. **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.

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

31. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, contractors, or subcontractors are to smoke or use drugs or alcohol on District sites.

32. **Conflict of Interest.** Consultant shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Consultant shall not hire any officer or employee of District to perform any service by this Agreement. Consultant affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Consultant's family, business or financial interest and the services provided under this Agreement, and 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 District's attention in writing. Through its execution of this Agreement, Consultant 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 Consultant receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Consultant agrees it shall notify District of this information.

33. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Consultant absent formal approval.

EXHIBIT "A"

Scope of Work or Services

If not otherwise set forth in the Agreement, the scope of Work or Services shall be as indicated in this Exhibit "A"; the Parties acknowledge and agree that the scope of Work or Services shall not consist of, incorporate, or include any terms and conditions of Consultant's proposal for this Agreement. The scope of Services to be performed by the Consultant may be authorized or directed by the District on an individual basis pursuant to a Purchase Order issued to the Consultant pursuant to this Agreement.

Please describe the overall goals of your program and the agency's metrics of success. This description should include when the program will take place, and what days and hours will the program be provided. What FTE will be assigned to the program/site.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) West Contra Costa Unified School District 1400 Marina Way South Richmond, CA 94804
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																
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				-												

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

2022 Withholding Exemption Certificate**590****The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.****Withholding Agent Information**

Name

West Contra Costa Unified School District

Payee Information

Name

 SSN or ITIN FEIN CA Corp no. CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.)

City (If you have a foreign address, see instructions.)

State ZIP code

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

 Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 Partnerships or Limited Liability Companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

 Tax-Exempt Entities:

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

 Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

 California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

 Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

 Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to learn about our privacy policy statement, or go to ftb.ca.gov/forms and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone _____

Payee's signature ► _____ Date _____



SCHOOL BUSINESS SERVICES CONTRACT

This contract is made by and between STLR Corp, dba RYLAND SCHOOL BUSINESS CONSULTING (Contractor) and the WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT. Contractor will provide financial and business office services (described more specifically below) as needed and directed by District staff. In consideration of the services provided, the WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT will pay to Contractor hourly fees of \$185 for professional services and for travel time. All charges, including expenses, will be approved by the Associate Superintendent of the WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT. Expenses are defined as actual, out-of-pocket expenses, such as lodging, meals, telephone charges, express or overnight mail charges, etc. The District will be billed on a monthly basis for fees and expenses. The term of this contract is twelve months.

RYLAND SCHOOL BUSINESS CONSULTING will provide general financial planning and business services to WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT which may include but are not limited to the following: business office assistance and training; budget development; interim reporting; year-end closing of the books; general financial analysis as needed for negotiations; charter school petition evaluation and fiscal viability analysis; documentation of procedures; development of financial strategies and analysis related to growth or decline; recommendations for board policy; preparation or review of short-term and long-term cash flow schedules; and presentations to the governing board.

It is expressly understood and agreed to by both parties that the Contractor, while carrying out and complying with any of the terms and conditions of this agreement, is a corporation licensed in California and not an employee of the District. This contract may be terminated by either party with 30 days' notice. In the case of early termination, WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT will be entitled to completion of all work in progress at its option, and RYLAND SCHOOL BUSINESS CONSULTING will be entitled to payment in full of all expenses and fees incurred.

AGREED:

Kim Moses, Interim Assoc Superintendent
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

s/ Teresa R Ryland

President
RYLAND SCHOOL BUSINESS CONSULTING

Date

Date

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AGREED:



Kim Moses, Interim Assoc Superintendent
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT



President
RYLAND SCHOOL BUSINESS CONSULTING

7/27/2023

Date

Date