This AGREEMENT is a valid or an enforceable obligation against the District upon approval or ratification by motion of the Governing Board duly passed and adopted.

This AGREEMENT is hereby entered into between the BASSETT UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and

Committee for Children

| | CONTRACTOR | | *** | |
|-------------------------------|------------|-------|----------|--|
| 2815 Second Avenue, Suite 400 | Seattle | WA | 98121 | |
| MAILING ADDRESS | CITY | STATE | ZIP CODE | |

hereinafter referred to as "CONTRACTOR."

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the DISTRICT is in need of such special services and advice; and

WHEREAS, the CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. <u>Scope of Services</u> to be provided by CONTRACTOR:

Social Emotional Curriculum to 6,7,8 grade teachers, counselors and administrators, to all middle schools.

- A. One, 1 year school wide site licenses to 3 Bassett Unified School District Middle Schools.
- B. One live curriculum walk-through curriculum support session via Zoom platform.
- 2. <u>Term</u> CONTRACTOR shall commence providing services under this AGREEMENT on October 14, 2020 and will diligently perform as required and complete performance by October 14, 2021
- 3. <u>Compensation</u> DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed

\$8,247.00

4. <u>Indemnification</u> CONTRACTOR agrees to defend, indemnify, and hold harmless DISTRICT, its Board, officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and CONTRACTOR shall pay for any and all damages to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. CONTRACTOR further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy and judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

- Insurance CONTRACTOR shall purchase and maintain the following policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONTRACTOR and DISTRICT from claims which may arise out of or result from CONTRACTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
 - 1) General Liability for \$1,000,000 per occurrence.

 - Automobile for \$1,000,000 per occurrence.

 Workers' Compensation Coverage for \$1,000,000 per occurrence.
 - 4) Professional Liability.
 - 5) Sexual Molestation/Abuse for \$1,000,000 per occurrence.

CONTRACTOR shall name Bassett Unified School District, its board, officers, agents, employees and volunteers as additional insured. DISTRICT shall be notified 30 days in advance in writing of any revisions and/or cancellations related to the submitted insurance documentation by the CONTRACTOR or their insurance representative.

- Expenses DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows:
- **Independent Contractor** CONTRACTOR, in performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR shall assign only competent personnel to perform services in connection with this AGREEMENT. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents 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. CONTRACTOR assumes full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. No assignment of duties or benefits under this AGREEMENT shall be made without written consent of CONTRACTOR and the DISTRICT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.
- Materials CONTRACTOR shall furnish at his/her own expense, all labor materials. equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows:
- Termination DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance by CONTRACTOR. Notice shall be deemed given when mailed and received by the CONTRACTOR to the address specified in this agreement or no later than three days after the day of mailing, whichever is sooner.
- Entire Agreement/Amendment This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by written amendment executed by both parties to the AGREEMENT.

THIS AGREEMENT IS ENTERED INTO THIS 14 DAY OF October, 2020.

| BASSETT UNIFIED SCHOOL DISTRICT | CONTRACTOR MAINE |
|--|---------------------|
| Santhasundari Rajiv | Signature |
| Acting Executive Director, Business Services | Loretta Corwin |
| DATE BOARD APPROVED: | Typed Name |
| PO/CONTRACT NO | Director of Finance |
| | Title |
| | 10/27/2020 |

1. 1



Quote # 5011189

Date 10/14/2020

Customer ID 10101072

Bill To Ship To

Bassett Unified School Dist 904 N Willow Avenue La Puente CA 91746 United States Andrew Candelaria Bassett Unified School Dist 904 N Willow Avenue La Puente CA 91746 United States

your state sales tax exemption ID and certificate

to orders@cfchildren.org

| Requested By | Ship To | Setup Admin | Entered By |
|-------------------|-------------------|-----------------------------------|-----------------|
| Andrew Candelaria | Andrew Candelaria | Name: Andrew Candelaria Email: | Kelly N Brazell |
| | | acandelara@bassett.usd.org | |

| Item | Description | Months | Start Date | End Date | QTY | Rate | Amount |
|--------|--|--------|------------|---|-----------|------------------|----------------|
| 900690 | Second Step Middle School: 1-Year Schoolwide | | 10/14/2020 | 10/14/2021 | 1 | \$2,749.00 | \$2,749.00 |
| | | | | | | | |
| | | | | Subtotal | | | \$2,749.00 |
| | | | | Discount | | | |
| | | | | Shipping | & Hand | lling | \$0.00 |
| | | | | Sales Tax | (%) | | \$0.00 |
| | | | | TOTAL | | | \$2,749.00 |
| | | | | Please rer | nit in US | S Funds. | |
| | | | | Make che | ck payat | ble to: Committe | e for Children |
| | | | | *If tax was included in this quote and your organization is state sales tax exempt, email | | | |

Memo: 1-year MSP schoolwide license

Shipping Method: UPS Ground (UPS)

Prices valid for 30 days from quote date.



| | Quote |
|-------------|------------|
| Quote # | 5011190 |
| Date | 10/14/2020 |
| Customer ID | 10101072 |

Bill To Ship To

Bassett Unified School Dist 904 N Willow Avenue La Puente CA 91746 United States Andrew Candelaria Bassett Unified School Dist 904 N Willow Avenue La Puente CA 91746 United States

| Requested By | | Ship To | | Setup Admin | | | Entered By | | |
|--------------|--------------------------|--------------------------|--------|---|------------|-----|-----------------|------------|--|
| Andrew Cand | delaria | Andrew Candelaria | | Name: Andrew Candelaria Email: acandelara@bassett.usd.org | | | Kelly N Brazell | | |
| Item | Description | | Months | Start Date | End Date | QTY | Rate | Amount | |
| 900690 | Second Ste Schoolwide | ep Middle School: 1-Year | | 10/14/2020 | 10/14/2021 | 1 | \$2,749.00 | \$2,749.00 | |

| Subtotal | \$2,749.00 |
|----------|------------|
| | |

Discount

Shipping & Handling \$0.00 Sales Tax* (%) \$0.00

TOTAL \$2,749.00

Please remit in US Funds.

Make check payable to: Committee for Children

*If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org

Memo: 1-year MSP schoolwide license



| | Quote |
|-------------|------------|
| Quote # | 5011191 |
| Date | 10/14/2020 |
| Customer ID | 10101072 |

BIII To

Bassett Unified School Dist 904 N Willow Avenue La Puente CA 91746 United States Andrew Candelaria Bassett Unified School Dist 904 N Willow Avenue La Puente CA 91746 United States

Ship To

| Requested By | Ship To | Setup Admin | Entered By |
|-------------------|-------------------|---|-----------------|
| Andrew Candelaria | Andrew Candelaria | Name: Andrew Candelaria Email: acandelara@bassett.usd.org | Kelly N Brazell |

| Item | Description | Months | Start Date | End Date | QTY | Rate | Amount |
|--------|--|--------|------------|--------------------------|--|------------------|----------------|
| 900690 | Second Step Middle School: 1-Year Schoolwide | | 10/14/2020 | 10/14/2021 | 1 | \$2,749.00 | \$2,749.00 |
| | | | | Subtotal Discount | | | \$2,749.00 |
| | | | | Shipping | & Hand | fling | \$0.00 |
| | | | | Sales Tax | (%) | | \$0.00 |
| | | | | TOTAL | | | \$2,749.00 |
| | | | | Ploase rer | nit in U | S Funds. | |
| | | | | Make che | ck payal | ble to: Committe | e for Children |
| | | | | organizati your state | *If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren org. | | |

Memo: 1-year MSP schoolwide license



Quote # 5021844

Date 11/15/2021

Customer ID 10101072

Bill To Ship To

Bassett Unified School Dist 904 N Willow Avenue La Puente CA 91746 United States Andrew Candelaria Bassett Unified School Dist 904 N Willow Avenue La Puente CA 91746 United States

| Requested By | Ship To | Setup Admin | Entered By |
|-------------------|-------------------|---|---------------|
| Andrew Candelaria | Andrew Candelaria | Name: Andrew Candelaria Email: acandelaria@bassettusd.org | Kelly Brazell |

| Item | Description | Months | Start Date | End Date | QTY | Rate | Amount |
|--------|---|--------|------------|-----------|-----|------------|------------|
| 904101 | Second Step Grades K-8, Multi-Site Pricing, 1-Year Licenses | | 1/13/2022 | 1/13/2023 | 1 | \$2,146.00 | \$2,146.00 |
| | Renewing Subscription ID: 80013688 | | | | | | |
| 904101 | Second Step Grades K-8, Multi-Site Pricing, 1-Year Licenses | | 1/13/2022 | 1/13/2023 | 1 | \$2,146.00 | \$2,146.00 |
| | Renewing Subscription ID: 80013683 | | | | | | |
| 904101 | Second Step Grades K-8, Multi-Site Pricing, 1-Year Licenses | | 1/13/2022 | 1/13/2023 | 1 | \$2,146.00 | \$2,146.00 |
| | Renewing Subscription ID: 80013684 | | | | | | |
| 904101 | Second Step Grades K-8, Multi-Site Pricing, 1-Year Licenses | | 1/13/2022 | 1/13/2023 | 2 | \$2,146.00 | \$4,292.00 |



| 0 | t taly private. | Quote |
|-----------|-----------------|--------------|
| 145 | Quote # | 5021844 |
| | Date | 11/15/2021 |
| | Customer ID | 10101072 |
| Subtotal | | \$10,730.00 |
| Discount | | (\$1,073.00) |
| Shipping | & Handling | \$0.00 |
| Sales Tax | .* (%) | \$0.00 |
| TOTAL | | \$9,657.00 |

Please remit in US Funds.

Make check payable to: Committee for Children

*Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

Memo: Renewal 1-year K-8 digital x3 + 2 new SSP licenses

This AGREEMENT is a valid or an enforceable obligation against the District upon approval or ratification by motion of the Governing Board duly passed and adopted.

This AGREEMENT is hereby entered into between the BASSETT UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and

Committee for Children

| | CONTRACTOR | | |
|----------------------------|------------|-------|----------|
| 2815 Second Ave, Suite 400 | Seattle | WA | 98121 |
| MAILING ADDRESS | CITY | STATE | ZIP CODE |

hereinafter referred to as "CONTRACTOR."

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the DISTRICT is in need of such special services and advice; and

WHEREAS, the CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

Scope of Services to be provided by CONTRACTOR:

The services consist of a license to District to use Contractor's Second Step programs as detailed in Contractor's Quote #5033433 dated March 6 2023, and as provided in accordance with the Second Step® K-8 Digital Curriculum License Agreement, including all hyperlinked terms as updated from time to time, which can be found at: https://www.secondstep.org/license-agreements/second-step-grades-k-8-digital-program-license-agreement (the "License"). See attached Addendum for further details.

- 2. <u>Term</u> CONTRACTOR shall commence providing services under this AGREEMENT on 4/25/2023 and will diligently perform as required and complete performance by 6/30/2023
- 3. <u>Compensation</u> DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed \$1,940.80

4. <u>Indemnification</u> CONTRACTOR agrees to defend, indemnify, and hold harmless DISTRICT, its Board, officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and CONTRACTOR shall pay for any and all damages to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. CONTRACTOR further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy and judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

5. <u>Insurance</u> CONTRACTOR shall purchase and maintain the following policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONTRACTOR and DISTRICT from claims which may arise out of or result from CONTRACTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

| Insurance Type | Minimum Coverage | Required Insurance | Insurance Required | |
|-----------------------------------|----------------------------|--|--------------------|--|
| General Liability | \$1,000,000 per occurrence | All Services Require GL | | |
| Automobile | \$1,000,000 per occurrence | Required to drive to/from BUSD Faciliites | ☐ YES ■ NO | |
| Workers' Compensation | \$1,000,000 per occurrence | Work perfomed on any BUSD facility | ☐ YES ■ NO | |
| Professional Liability | \$1,000,000 per occurrence | Consultant Services | ☐ YES ■ NO | |
| Sexual Molestation/Abuse | \$1,000,000 per occurrence | Working directly with students or around students unsupervised | ☐ YES ■ NO | |
| Cyber Liability Technology E&O | \$1,000,000 per occurrence | Student/Staff personal information being shared | ■ YES □ NO | |

CONTRACTOR shall name Bassett Unified School District, its board, officers, agents, employees and volunteers as additional insured. DISTRICT shall be notified 30 days in advance in writing of any revisions and/or cancellations related to the submitted insurance documentation by the CONTRACTOR or their insurance representative.

- 6. **Expenses** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows:
- 7. Independent Contractor

 CONTRACTOR, in performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR shall assign only competent personnel to perform services in connection with this AGREEMENT. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents 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. CONTRACTOR assumes full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. No assignment of duties or benefits under this AGREEMENT shall be made without written consent of CONTRACTOR and the DISTRICT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.
- 8. <u>Materials</u> CONTRACTOR shall furnish at his/her own expense, all labor materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows:
- 9. **Termination** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance by CONTRACTOR. Notice shall be deemed given when mailed and received by the CONTRACTOR to the address specified in this agreement or no later than three days after the day of mailing, whichever is sooner.
- 10. **Entire Agreement/Amendment** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by written amendment executed by both parties to the AGREEMENT.

| THIS AGREEMENT IS ENTERED | O INTO THIS 25DAY OF April , 2023. |
|---|---|
| BASSETT UNIFIED SCHOOL DISTRICT | CONTRACTOR NAME Docusigned by: Lovetta Corwin |
| Maricela Barba Chief Financial Officer | Signature Loretta Corwin |
| DATE BOARD APPROVED: | Typed Name |
| PO/CONTRACT NO | Director of Finance |

ADDENDUM to INDEPENDENT CONTRACTOR AGREEMENT

This Addendum to the Independent Contractor Agreement ("Addendum") is made and entered into by and between Committee for Children, a Washington non-profit corporation ("Contractor"), and the Bassett Unified School District ("District" and together with Contractor, the "Parties").

BACKGROUND

- A. Contractor provides social-emotional learning resources and implementation and support services.
- B. District has issued an Independent Contractor Agreement to Contractor (the "Agreement").
- C. The Parties wish to clarify Contractor's services to be performed under the Agreement, as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the Background set forth above and the mutual promises made herein, and other considerations, the receipt and sufficiency of which are hereby acknowledged and agreed, the Agreement shall be amended as follows:

- **1. Definitions.** Unless otherwise provided herein, all capitalized terms used in this Addendum shall have the same meaning as provided in the Agreement.
- 2. Addendum to Agreement. The Parties acknowledge that:
 - (i) The services consist of a license to District to use Contractor's Second Step programs as detailed in Contractor's Quote #5034333 dated March 6, 2023 attached as Schedule 1 to this Addendum (the "Quote"), and as provided in accordance with the Second Step® K-8 Digital Curriculum License Agreement, including all hyperlinked terms as updated from time to time, which can be found at: https://www.secondstep.org/license-agreements/second-step-grades-k-8-digital-program-license-agreement (the "License").
 - (ii) Contractor's indemnification obligations shall be limited to claims to the extent arising out of or relating to Contractor's negligence or willful misconduct.
 - (iii) Contractor's liability shall not exceed the total contract value listed on the Quote.
 - (iv) In the event of a conflict between the terms of the License and the terms of the Agreement, the Agreement shall prevail, provided that the scope of the services shall not be interpreted to be inconsistent with the License.
- **3. Miscellaneous.** Except as set forth herein, all other provisions of the Agreement remain unchanged. In the event of any inconsistency between this Addendum and the Agreement, the terms of this Addendum shall govern. This Addendum may be executed in one or more counterparts via exchange of PDF signatures, each of which is an original, and all of which together constitute one and the same instrument. This Addendum may be amended only in a writing signed by both Parties. This Addendum has been accepted and is executed by the Parties through their duly authorized representatives, effective as of the last date of signature set forth below.

| Committee for Children | DocuSigned by: | Bassett Unified School District |
|--------------------------|----------------|---------------------------------|
| By: | Loretta Corwin | By: Name: |
| Title: Director of Final | nce | Title: |
| Date: 4/13/2023 | | Date: |

SCHEDULE 1 to ADDENDUM



2815 Second Avenue, Suite 400 Seattle, WA 98121-3207 USA 800-634-4449 FAX: 206-343-1445 orders@cfchildren.org

| | Quote |
|-------------|----------|
| Quote # | 5034333 |
| Date | 3/6/2023 |
| Customer ID | 10101072 |

| Bill To | Ship To |
|---|--|
| Bassett Unified School Dist 904 N Willow Avenue La Puente CA 91746 United States | Rachel Rivera Bassett Unified School Dist 904 N Willow Avenue La Puente CA 91746 United States |

| Requested By | Ship To | Setup Admin | Entered By |
|---------------|---------------|---|----------------|
| Rachel Rivera | Rachel Rivera | Name: Gamal Salama Email: gamal.salama@bassettusd.o | Soham Sengupta |

| Item | Description | Months | Start Date | End Date | QTY | Rate | Amount |
|--------|--|--------|------------|-----------|-----|----------|------------|
| 904101 | Second Step Grades K-8, Multi-Site Pricing, 1-Year Licenses | 2 | 4/3/2023 | 6/30/2023 | 5 | \$388.16 | \$1,940.80 |
| | Renewing Subscription ID: 80025961 | | | | | | |

 Subtotal
 \$1,940.80

 Discount
 \$0.00

 Shipping & Handling
 \$0.00

 Sales Tax* (%)
 \$0.00

 TOTAL
 \$1,940.80

Please remit in US Funds.

Make check payable to: Committee for Children

*Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

Client Memo: 3 month renewal K-8 Digital (5 sites)

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at: https://secondstep.org/license-agreements

Prices valid for 30 days from quote date.

Please Include quote ID:5034333 on your order to guarantee pricing.

1 of 1