

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**EXHIBIT "B" to INDEPENDENT CONSULTANT MASTER AGREEMENT**

Bayview ES

School/Department Name

This Exhibit to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of 09/08/2022 between the **West Contra Costa Unified School District** ("District") and Bay Area Community Resources/James Morehouse ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

All terms and conditions of the current Independent Contractor Master Agreement No.: 2223-10001 ("Master Agreement") previously executed by the Parties hereto, are incorporated herein by reference. The Consultant will implement this Exhibit in accordance with the Master Agreement. Unless otherwise specifically noted, the terms and conditions of the Master Agreement shall take precedence and priority over any conflicting term herein this Exhibit.

- Term.** Consultant shall commence providing services under this Exhibit B on 09/22/2022, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on 06/09/2023. This Exhibit may be extended upon mutual approval of both Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement.

2.	Account Number	Funding Source	Central	Site	Amount
	01-3182-5860-104-1110-1000-300114-0-0000	CSI		x	10,000.00

☒ This contract is budgeted and fully funded for this/these line item(s). 10,000.00

- Description of Services.** 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, what days and hours the program will be provided and what FTE will be assigned to the program/site. The description needs to be at least one paragraph and will be the same information that you enter into Munis.

James Morehouse Project under fiscal sponsor BACR will provide targeted services to English learners, low-income students, and foster youth, through their Counseling/Case Management, School Climate & Youth Development programs, and through Counseling Services at Bayview Elementary School for 2022-23.

Bayview services include individual and group counseling as follows:

Staff at Bayview:

Clinical Intern .2 FTE (2 half days per week, 3.5 hours per day)

Days and Hours Program Offered at Bayview:

2 half days per week, 3.5 hours per day

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

Number of Students and Staff Impacted per site					
Site Bayview	Students 75	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 <u>10,000.00</u> <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> The JMP has been serving the ECHS community for 24 years. Over many years, depending on our funding, we've been able to extend services to other elementary or middle school. For 2022-2023 the JMP looks forward to serving the ECHS and Bayview Elementary School sites.					
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 As requested Tier 2: Program offered to a small group of students identified as in need of additional services: Site / Students As requested Tier 3: Program offered 1:1 to students identified as in need of additional services Site / Students As requested					

5. **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?

- Chronic Absenteeism for program participants will decrease by 3%
 - The suspension rate for program participants will decrease by 3%
 - Total number of in class office discipline referrals for program participants will decrease
 - 85% satisfaction on survey of parents/guardians, teachers/classified staff, and students on school climate survey report a welcoming environment equitably across subgroups
 - Program demonstrates evidence that race relations and equitable practices at a school site and/or throughout the District have improved as measured by the reduction of disproportionate rates of suspensions, attendance, and/or office discipline referrals and/or qualitative data of persons from ethnic and/or unduplicated subgroups (homeless, foster, English Language Learners, Special Education youth)
- JMP will meet program criteria through use of a customized Salesforce data-base to track student participation, use of a social-emotional screener & bio-psycho-social assessment to triage referrals.

6. **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.

ECHS:

- *The suspension rate data for participants was undetermined. Requests for data not answered yet.
- *96% program participants indicated program satisfaction (satisfied or very satisfied) on mid-year and at end of year survey issued by provider
- *89% of Participating students reported increased school connectedness in mid-year and end-of-year surveys (reporting that they agree or strongly agree that they have an adult they can turn to at school, due to their experience at the JMP).

Korematsu:

- *The suspension rate data for participants was undetermined. Requests for data not answered yet.
- *100% of program participants indicated program satisfaction (satisfied or very satisfied) on mid-year and at end of year survey issued by provider.
- *85% of students surveyed reported increased school connectedness in mid-end surveys.

7. **Justification.** X Specialized Expertise Requirement of Grant or Funding Source

8. **LCAP / SPSA Justification**

- x Goal 1: Achieving Students
Goal 2: Thriving Employees
- x Goal 3: Caring Schools
Goal 4: Students with Disabilities

9. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated and as more specifically described in **Exhibit "A,"** on a per-item basis, as applicable, and up to a **maximum amount not-to-exceed** Ten Thousand
Dollars (\$ 10,000.00 **).**

- a. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- b. 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.

10. **Contact Information.**

Consultant Contact Information

CONSULTANT

Bay Area Community Resources

171 Carlos Drive

San Rafael, CA 94903

Tel: 415 444-5580

E-mail: dblasky@bacr.org

ATTN: Don Blasky

District – School or Department Contact Information

DISTRICT

Bayview ES

3001 16th

San Pablo CA 94806

Tel: 510-231-1401

E-mail: twilliams@wccusd.net

ATTN: Theresa Williams

11. **Access.** When you completed the Master Agreement you should have also submitted the Student Data Privacy Agreement for approval. The completed and approved Student Data Privacy Agreement **must be** attached when submitting this document.

[Data Privacy Agreement for Contractors/Partners/Vendors](#) (Required)

[Request for District email addresses](#) (Optional)

12. **Roster.** The roster was sent to you at the same time as you received this exhibit b.

- 12.1 You must complete and submit the roster through informed K12 and receive badges before services are provided.

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

CONSULTANT

Bay Area Community Resources

Date: 09/16/2022

By: Don Blasky

Print Name: Don Blasky

Title: Chief Program Officer

email: dblasky@bacr.org

DISTRICT

West Contra Costa Unified School District

Date: _____

By: _____

Print Name: David Johnston

Title: Executive Director Business Services

email: DJohnston@wccusd.net

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Site/Department: _____

email: _____

Executive Director Approval:

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: _____

Print Name: Theresa Williams

Title: Principal

Site/Department: Bayview ES

email: twilliams@wccusd.net

Chief Academic Officer Approval:

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**EXHIBIT "B" to INDEPENDENT CONSULTANT MASTER AGREEMENT**

Fairmont ES

School/Department Name

This Exhibit to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of 08/23/2022 between the **West Contra Costa Unified School District** ("District") and Bay Area Resources ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

All terms and conditions of the current Independent Contractor Master Agreement No.: 2223-10001 ("Master Agreement") previously executed by the Parties hereto, are incorporated herein by reference. The Consultant will implement this Exhibit in accordance with the Master Agreement. Unless otherwise specifically noted, the terms and conditions of the Master Agreement shall take precedence and priority over any conflicting term herein this Exhibit.

- Term.** Consultant shall commence providing services under this Exhibit B on 09/22/2022, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on 06/09/2023. This Exhibit may be extended upon mutual approval of both Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement.

2.	Account Number	Funding Source	Central	Site	Amount
	01-3010-5860-123-1110-1000-300114-0-0000	Title I		x	13,500.00

☒ This contract is budgeted and fully funded for this/these line item(s).

13,500.00

- Description of Services.** 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, what days and hours the program will be provided and what FTE will be assigned to the program/site. The description needs to be at least one paragraph and will be the same information that you enter into Munis.

BACRs mission is to promote the healthy development of individuals and families, encourage service and volunteerism, and help build community. The Mental Health Intern Trainee Program offers; restorative, culturally humble and trauma-informed behavioral health services to help youth and families develop positive coping skills and resiliency that strengthen their ability to navigate life and school challenges and to develop positive strategies to be healthy, successful and thriving in and out of school. BACR provides a range of services including individual, group and family therapy, family support, case management, crisis intervention, assessment and referral when needed, and classroom education on relevant behavioral and mental health topics. It also includes consultation with school personnel about individuals and the overall school social-emotional environment. Clinicians connect regularly with caregivers to conduct family sessions, assess resource needs, connect them to various community resources, and help them to navigate challenges.

Services will be provided at Fairmont Elementary school:
1 FTE for 2 full days per week; 8:30 am to 4:30 pm

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

Number of Students and Staff Impacted per site					
Site Fairmont	Students 20	Staff All	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 <u>13,500.00</u> <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> No limitations.					
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 based on site needs Tier 2: Program offered to a small group of students identified as in need of additional services: Site / Students based on site needs Tier 3: Program offered 1:1 to students identified as in need of additional services Site / Students based on site needs					

5. **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?

Socio-Emotional AMOs

- Chronic Absenteeism for program participants will decrease by 3%
- Total number of in-class office discipline referrals for program participants will decrease
- Program will issue skill development assessments at least twice/year: baseline survey and end of program survey which will indicate 85% of participants demonstrate growth in one or more skills and goal attainment. Our clinicians conduct conscientious assessments that focus on the whole child and are non-biased, and evidence-based (please see attached). Our Intern Trainee Program engages a diverse group of clinical students who bring enthusiasm, newly learned Best Practices and a commitment to serving the community.

We refer youth and families who need continuing care to other resources during school closures or staff breaks (e.g. month of July).

6. **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.

- 1) 70% of clients will reduce high risk behaviors and/or improve coping skills and school success measures (attendance, behavior, academic progress)
- 2) 75% of clients will demonstrate positive movement along the Stages of Change continuum.
- 3) 80% of parents/guardians will report services helped their child progress in their treatment and school goals.
- 4) 90% of school partners will report that BACR creates a beneficial and trusting relationship.

Riverside	Montalvin	Dover	Fairmont	King
1) 82%	91%	73%	73%	77%
2) 89%	94%	77%	75%	85%
3) 91%	93%	81%	94%	80%
4) 97%	98%	91%	96%	95%

7. **Justification.** x Specialized Expertise Requirement of Grant or Funding Source

8. **LCAP / SPSA Justification**

- x Goal 1: Achieving Students
Goal 2: Thriving Employees
- x Goal 3: Caring Schools
Goal 4: Students with Disabilities

9. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated and as more specifically described in **Exhibit "A,"** on a per-item basis, as applicable, and up to a **maximum amount not-to-exceed** Thirteen Thousand Five Hundred
Dollars (\$ 13,500.00 **).**

- a. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- b. 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.

10. **Contact Information.**

Consultant Contact Information

CONSULTANT

Bay Area Community Resources

171 Carlos Drive

San Rafael CA 94903

Tel: 415-444-5580

E-mail: dblasky@bacr.org

ATTN: Don Blasky, Chief Program Officer

District – School or Department Contact Information

DISTRICT

Fairmont ES

724 Kearney St

El Cerrito CA 94530

Tel: 510-231-1448

E-mail: hbest@wccusd.net

ATTN: Heather Best

11. **Access.** When you completed the Master Agreement you should have also submitted the Student Data Privacy Agreement for approval. The completed and approved Student Data Privacy Agreement **must be** attached when submitting this document.

[Data Privacy Agreement for Contractors/Partners/Vendors](#) (Required)

[Request for District email addresses](#) (Optional)

12. **Roster.** The roster was sent to you at the same time as you received this exhibit b.

- 12.1 You must complete and submit the roster through informed K12 and receive badges before services are provided.

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

CONSULTANT

Bay Area Community Resources

Date: 09/16/2022

By: Don Blasky

Print Name: Don Blasky

Title: Chief Program Officer

email: dblasky@bacr.org

DISTRICT

West Contra Costa Unified School District

Date: _____

By: _____

Print Name: David Johnston

Title: Executive Director Business Services

email: DJohnston@wccusd.net

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Site/Department: _____

email: _____

Executive Director Approval:

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: _____

Print Name: Heather Best

Title: Principal

Site/Department: Fairmont ES

email: hbest@wccusd.net

Chief Academic Officer Approval:

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**EXHIBIT "B" to INDEPENDENT CONSULTANT MASTER AGREEMENT**

Richmond HS

School/Department Name

This Exhibit to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of 09/08/2022 between the **West Contra Costa Unified School District** ("District") and Bay Area Community Resources ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

All terms and conditions of the current Independent Contractor Master Agreement No.: 2223-10001 ("Master Agreement") previously executed by the Parties hereto, are incorporated herein by reference. The Consultant will implement this Exhibit in accordance with the Master Agreement. Unless otherwise specifically noted, the terms and conditions of the Master Agreement shall take precedence and priority over any conflicting term herein this Exhibit.

- Term.** Consultant shall commence providing services under this Exhibit B on 09/22/2022, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on 06/09/2023. This Exhibit may be extended upon mutual approval of both Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement.

2.	Account Number	Funding Source	Central	Site	Amount
	01-0670-5860-364-1110-1000-300114-0-0000	LCAP		x	25,000.00
	01-0670-5100-364-1110-1000-300114-0-0000	LCAP		x	87,000.00

☒ This contract is budgeted and fully funded for this/these line item(s). 112,000.00

- Description of Services.** 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, what days and hours the program will be provided and what FTE will be assigned to the program/site. The description needs to be at least one paragraph and will be the same information that you enter into Munis.

BACR RHS Crisis Counseling and Health Center Admin objective is to enhance the socio-emotional/behavioral health of students, the Crisis Counselors respond to the many emotional stressors students at RHS have including traumatic events, grief and loss, peer and partner problems, violence, home issues and more. The Crisis Counselors (CC) address the initial issue presented by assessing, providing immediate and solution-focused counseling intervention, and referring to a therapist or outside agency if ongoing therapy is indicated or to other resources as indicated. The CCs may see students several times to address the current crisis. BACR also consults with school personnel about individuals and works closely with the Wellness Center Manager and Administrative support for the benefit of the students and to integrate services in the Wellness Center. The Administrative Support person helps to enable the logistics of services, referral process, and tracking for the CC services.

Staffing includes 2 Crisis Counselors and 1 Administrative Support Staff:

A. CC: .60 FTE - 3 days per week

B. CC: .60 FTE - 3 days per week

C. Admin support Full-time - 5 days per week

Please note that the work days are approximately 8 hours per day. The clinicians will be off-site Tuesday afternoons (3 - 5) for BACR staff meetings and clinical consultations.

Other rare, periodic off-site trainings and meetings may be scheduled with adequate notice to the school site.

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

Number of Students and Staff Impacted per site					
Site Richmond High	Students 80	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 <u>see attached</u> Day _____ Week _____ Session <u>see attached</u> _____ <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> No limitations					
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 80					

5. **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?

Socio-Emotional AMO

- Chronic Absenteeism for program participants will decrease by 3%
- Total number of in class office discipline referrals for program participants will decrease
- Program will issue skill development assessments at least twice/year: baseline survey and end of program survey which will indicate 85% participants demonstrating growth in one or more skills and goal attainment. Through assessment, crisis response and solution-focused therapy techniques, the Crisis Counselors will identify the immediate stressors impacting students in need, assess intervention strategies and either resolve the current issue or refer the client to longer-term therapy or other resources. We provide one-time crisis response, short-term therapy/counseling, assessment of needs and assets, and referral to other providers if continuing services are indicated. We use the CANS and other trauma screening tools.

6. **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.

1. 86 % of clients reduced high-risk behaviors and/or improved coping skills and school success measures (attendance, behavior, academic progress)
2. 80% of clients demonstrated positive movement in the Stages of Change continuum
3. 97% of parents/guardians will report services provided helped their child progress in their treatment and school goals
4. 95% of school partners reported that BACR creates a beneficial and trusting relationship

7. **Justification.** x Specialized Expertise Requirement of Grant or Funding Source

8. **LCAP / SPSA Justification**

- x Goal 1: Achieving Students
Goal 2: Thriving Employees
- x Goal 3: Caring Schools
Goal 4: Students with Disabilities

9. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated and as more specifically described in **Exhibit "A,"** on a per-item basis, as applicable, and up to a **maximum amount not-to-exceed** One Hundred Twelve Thousand.
Dollars (\$ 112,000.00 **).**

- a. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- b. 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.

10. **Contact Information.**

Consultant Contact Information

CONSULTANT

Bay Area Community Resources

171 Carlos Drive

San Rafael, CA 94903

Tel: 415 444-5580

E-mail: dblasky@bacr.org

ATTN: Don Blasky

District – School or Department Contact Information

DISTRICT

Richmond HS

1250 23rd Street

Richmond CA 94804

Tel: 510-231-1450

E-mail: jdeleon@wccusd.net

ATTN: Jose DeLeon

11. **Access.** When you completed the Master Agreement you should have also submitted the Student Data Privacy Agreement for approval. The completed and approved Student Data Privacy Agreement **must be** attached when submitting this document.

[Data Privacy Agreement for Contractors/Partners/Vendors](#) (Required)

[Request for District email addresses](#) (Optional)

12. **Roster.** The roster was sent to you at the same time as you received this exhibit b.

- 12.1 You must complete and submit the roster through informed K12 and receive badges before services are provided.

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

CONSULTANT

Bay Area Community Resources

Date: 09/16/2022

By: Don Blasky

Print Name: Don Blasky

Title: Chief Program Officer

email: dblasky@bacr.org

DISTRICT

West Contra Costa Unified School District

Date: _____

By: _____

Print Name: David Johnston

Title: Executive Director Business Services

email: DJohnston@wccusd.net

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Site/Department: _____

email: _____

Executive Director Approval:

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: _____

Print Name: Jose DeLeon

Title: Principal

Site/Department: Richmond HS

email: jdeleon@wccusd.net

Chief Academic Officer Approval:

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**EXHIBIT B TO INDEPENDENT CONSULTANT MASTER AGREEMENT
ASES/21st Century/ELO-P Expanded Learning Supplemental Providers**Dept - Expanded Learning
School Name

This Exhibit to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of 10/03/2022, between the **West Contra Costa Unified School District** ("District") and East Bay Center for Performing Arts ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

All terms and conditions of the current Independent Contractor Master Agreement No.: 2223-12574 ("Master Agreement") previously executed by the Parties, are incorporated herein by reference. The Consultant will implement the Services required to be provided herein in accordance with the Master Agreement. Unless otherwise specifically noted, the terms and conditions of the Master Agreement shall take precedence and priority over any conflicting term herein this Exhibit.

SUPPLEMENTAL TERMS AND CONDITIONS TO MASTER AGREEMENT

1. **Governing Law:** This Agreement is governed by the laws of the State of California unless otherwise noted. The Services must be provided in accordance with ASES/21st Century/ELO-P grant requirements, California Education Codes 8482-8486, federal 21st Century grant guidelines as applicable, and District policy guidelines, including, but not limited to the following: Including ELO-P Funding.
2. **Term.** Consultant shall commence providing services under this Exhibit B on 10/03/2022, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on 12/31/2022. The Exhibit may be extended upon mutual approval of the Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement.
3.

Account Number	Funding Source	Central / Site	Amount
01 2600 5860 639 1110 4100 200180 0 0000 ELO-P		x	\$16,017.00

☒ This contract is budgeted and fully funded for this/these line item(s). 16,017.00

4. **Description of Services.** Please describe the overall goals of your program and the agencies metrics of success. This description should include when the program will take place, what days and hours the program will be provided and what FTE will be assigned to program/site. The description needs to be at least one paragraph and will be the same information that you enter into Munis.

East Bay Center's Mafanikio enrichment program is anchored by an interdisciplinary global approach and complements Mafanikio's mission through our shared commitment to building historical/cultural knowledge as well as skill development and the engagement of each child's imagination. In 2022-2023, the Center will work with 4 sites in an after school setting at Chavez, Riverside, Sheldon & Verde. EBCPA will be utilizing experienced faculty to focus on Afro-Diasporic culture and dance disciplines. EBCPA teaching artists will teach classes once or twice per week, totaling 2 hours each at each site. Classes will include Hip Hop, West African Dance, Afro-Peruvian Music and Dance, and Afro-Pop Dance.

5. **Number of Students / Staff Impacted.** Provide information on who will benefit from these services. How many Students and Staff will be impacted by this service per site? Are there any limitations on who the program can serve? Describe how many individuals your program can serve in each tier.
The program will serve approximately 20 students per site and 80 students total.

6. **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.
85% of students will participate in each performing arts class as tracked through CitySpan.
85% of students will report program satisfaction via survey.
85% of students will demonstrate growth through an end of term performance and evaluation from the teaching artist.

7. **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

8. **Justification.** x Specialized Expertise x Requirement of Grant or Funding Source

9. **Compensation:** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated for the performance of Services. Maximum amount shall not exceed \$16,017.00. Compensation is subject to the provisions of positive attendance.

- 9.1. **Invoice** Consultant shall submit monthly time and cost invoices to the District. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

- 9.1.1. Submission of invoices to the District's Expanded Learning Office. Consultant must submit invoices to District on a timely and regular basis for services rendered. Invoices are due on the third Thursday of each month for services rendered in the preceding calendar month. District will not accept invoices submitted beyond the end of each fiscal year. Consultant must submit invoices according to specific invoicing deadlines as outlined by District to ensure timely processing.

- 9.1.2. Invoices must be submitted within the required District Expanded Learning format and include detailed accounting of line item expenses. Required documentation must be attached.

- 9.1.3. All contract funding allocations are contingent on the 2022-2023 ASES/21st Century/ELO-P Grant Award amounts and the District reserves the right to modify contract amounts based on available grant funds, audit findings and/or State/District requirements. Including ELO-P Funding.

- 9.1.4. 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.

10. Transfer of Funds

- 10.1. Consultant is expected to fully earn the funding allocation in order to receive full payment of contracted funds.

10.1.1. Under the scope of this agreement the Consultant may not sub-contract ASES/21st Century/ELO-P funds to outside organizations. Including ELO-P Funding.

10.1.2. Accounting Records. Consultant will maintain its accounting records based upon the principles of fund accounting.

10.1.3. District reserves the right to reduce, revise or cancel the contract in the event of decisions and/or actions taken by the Federal Government, California Department of Education, State of California, or local governmental entities.

- 11. Program Evaluations** Consultant must participate in all federal, state, county and district evaluation procedures.

- 12. Coordination/Communication.** Consultant will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation: District Expanded Learning Office; Administration of, faculty, and staff of school; Lead Agency partner; Parents/Guardians; Youth; Community based organizations and public agencies.

- 13. Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each Consultant employees, staff or agents working with students.

- 14. Minimum Qualifications.** Consultant employees, staff or agents who directly supervise students and are included in the 1:20 staff to student ratio for students grades 1st-12th and a ratio of 1:10 for students in grades TK and kindergarten; must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree or completion of 48 semester units in college or (b) successful completion of the Instructional Assistant exam, administered by the County Office of Education or the District.

14.1. Consultant staff changes must be communicated to the District Expanded Learning Coordinator in writing before commencement of work with students along with certification that staff meet all the district requirements.

14.2. All Consultant staff members 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.

- 15. Study Trips.** All Expanded Learning Study Trips must adhere to all District and Expanded Learning Office Study Trip guidelines and protocols. Complete Study Trip requests must be submitted to the Expanded Learning Office at least 30 school days prior to the trip for trips that will utilize automobile transportation, public transportation, or walking trips. Requests for Study Trips that will utilize chartered transportation must be submitted to the Expanded Learning Office at least 30 school days prior to the trip.

16. **Proprietary or Confidential Information of District/Student Information.** Consultant understands and agrees that, in connection with this Agreement, the Consultant may have access to proprietary or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, its employees or students. Consultant also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject Consultant to civil liability. Consequently, Consultant agrees that all information disclosed by the District to the Consultant shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Consultant shall exercise the same standard of care to protect such information as is used to protect its own proprietary or confidential information.
17. **Access.** If this service will require access to District or Student data, complete the information on these links.
[Data Privacy Agreement for Contractors/Partners/Vendors \(Required\)](#)
[Request for District email addresses \(Optional\)](#)
- 18.

CONSULTANT – Contract Contact Information

DISTRICT – School or Department Contact Information

<u>CONSULTANT</u>	<u>District</u>
East Bay Center for the Performing Arts	West Contra Costa Unified School District
339 11th Street	1108 Blissell Ave. Richmond, CA. 94801
Richmond, CA 94801	Wilson (temp) campus #41
Tel: 510-323-2494	Tel: 510-307-4652
Email: andrea.landin@eastbaycenter.org	Email: kasey.blackburn-jiron@wccusd.net
Attn: Andrea Landin	Attn: Kasey Blackburn-Jiron

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

CONSULTANT

East Bay Center for the Performing Arts

Dated: 09/06/2022

By: Andrea Landin

Print Name: Andrea Landin

Title: Director of Programs

DISTRICT

West Contra Costa Unified School District

Dated: _____

By: _____

Print Name: David Johnston

Title: Associate Superintendent Business Services

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Date: 09/06/2022

DISTRICT

Site/Department Administrator

By: Kasey Blackburn-Jiron

09/06/2022

Print Name: Kasey Blackburn-Jiron

Title: Coordinator of Expanded Learning

Site/Department: Expanded Learning

Chief Academic Officer Approval:

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**EXHIBIT B TO INDEPENDENT CONSULTANT MASTER AGREEMENT
ASES/21st Century/ELO-P Expanded Learning Supplemental Providers**Dept - Expanded Learning
School Name

This Exhibit to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of 10/03/2022, between the **West Contra Costa Unified School District** ("District") and EAST BAY CENTER FOR PERFORMING ARTS ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

All terms and conditions of the current Independent Contractor Master Agreement No.: 2223-12574 ("Master Agreement") previously executed by the Parties, are incorporated herein by reference. The Consultant will implement the Services required to be provided herein in accordance with the Master Agreement. Unless otherwise specifically noted, the terms and conditions of the Master Agreement shall take precedence and priority over any conflicting term herein this Exhibit.

SUPPLEMENTAL TERMS AND CONDITIONS TO MASTER AGREEMENT

1. **Governing Law:** This Agreement is governed by the laws of the State of California unless otherwise noted. The Services must be provided in accordance with ASES/21st Century/ELO-P grant requirements, California Education Codes 8482-8486, federal 21st Century grant guidelines as applicable, and District policy guidelines, including, but not limited to the following: Including ELO-P Funding.
2. **Term.** Consultant shall commence providing services under this Exhibit B on 10/03/2022, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on 12/16/2022. The Exhibit may be extended upon mutual approval of the Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement.
3.

Account Number	Funding Source	Central / Site	Amount
01 2600 5860 639 1110 4100 200180 0 0000 ELO-P		x	\$19,873.00

☒ This contract is budgeted and fully funded for this/these line item(s). 19,873.00

4. **Description of Services.** Please describe the overall goals of your program and the agencies metrics of success. This description should include when the program will take place, what days and hours the program will be provided and what FTE will be assigned to program/site. The description needs to be at least one paragraph and will be the same information that you enter into Munis.

THE EAST BAY CENTER FOR THE PERFORMING ARTS WILL PROVIDE PERFORMING ARTS CLASSES AT FOUR ELEMENTARY SCHOOL SITES FOR 2022-23: CHAVEZ, RIVERSIDE, SHELDON & VERDE. EBCPA TEACHING ARTISTS WILL TEACH CLASSES ONCE PER WEEK FOR 3 HOURS AT EACH SITE DURING THE FALL FROM OCTOBER 3RD, 2022 THRU DECEMBER 16TH, 2022. CLASSES WILL INCLUDE HIP HOP, WEST AFRICAN DANCE, AFRO-POP DANCE, AMONG OTHER ART FORMS.

5. **Number of Students / Staff Impacted.** Provide information on who will benefit from these services. How many Students and Staff will be impacted by this service per site? Are there any limitations on who the program can serve? Describe how many individuals your program can serve in each tier.
45 STUDENTS PER SITE AND 180 STUDENTS TOTAL.

6. **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.
85% OF STUDENTS WILL PARTICIPATE IN EACH PERFORMING ARTS CLASS AS TRACKED THROUGH CITYSPAN.
85% OF STUDENTS WILL REPORT PROGRAM SATISFACTION VIA SURVEY
85% OF STUDENTS WILL DEMONSTRATE GROWTH THROUGH AN END OF TERM PERFORMANCE AND EVALUATION FROM THE TEACHING ARTIST.

7. **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

8. **Justification.** x Specialized Expertise x Requirement of Grant or Funding Source

9. **Compensation:** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated for the performance of Services. Maximum amount shall not exceed \$19,873.00. Compensation is subject to the provisions of positive attendance.
 - 9.1. **Invoice** Consultant shall submit monthly time and cost invoices to the District. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 9.1.1. Submission of invoices to the District's Expanded Learning Office. Consultant must submit invoices to District on a timely and regular basis for services rendered. Invoices are due on the third Thursday of each month for services rendered in the preceding calendar month. District will not accept invoices submitted beyond the end of each fiscal year. Consultant must submit invoices according to specific invoicing deadlines as outlined by District to ensure timely processing.
 - 9.1.2. Invoices must be submitted within the required District Expanded Learning format and include detailed accounting of line item expenses. Required documentation must be attached.
 - 9.1.3. All contract funding allocations are contingent on the 2022-2023 ASES/21st Century/ELO-P Grant Award amounts and the District reserves the right to modify contract amounts based on available grant funds, audit findings and/or State/District requirements. Including ELO-P Funding.

- 9.1.4. 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.

10. Transfer of Funds

- 10.1. Consultant is expected to fully earn the funding allocation in order to receive full payment of contracted funds.

10.1.1. Under the scope of this agreement the Consultant may not sub-contract ASES/21st Century/ELO-P funds to outside organizations. Including ELO-P Funding.

10.1.2. Accounting Records. Consultant will maintain its accounting records based upon the principles of fund accounting.

10.1.3. District reserves the right to reduce, revise or cancel the contract in the event of decisions and/or actions taken by the Federal Government, California Department of Education, State of California, or local governmental entities.

11. **Program Evaluations** Consultant must participate in all federal, state, county and district evaluation procedures.

12. **Coordination/Communication.** Consultant will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation: District Expanded Learning Office; Administration of, faculty, and staff of school; Lead Agency partner; Parents/Guardians; Youth; Community based organizations and public agencies.

13. **Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each Consultant employees, staff or agents working with students.

14. **Minimum Qualifications.** Consultant employees, staff or agents who directly supervise students and are included in the 1:20 staff to student ratio for students grades 1st-12th and a ratio of 1:10 for students in grades TK and kindergarten; must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree or completion of 48 semester units in college or (b) successful completion of the Instructional Assistant exam, administered by the County Office of Education or the District.

14.1. Consultant staff changes must be communicated to the District Expanded Learning Coordinator in writing before commencement of work with students along with certification that staff meet all the district requirements.

14.2. All Consultant staff members 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.

15. **Study Trips.** All Expanded Learning Study Trips must adhere to all District and Expanded Learning Office Study Trip guidelines and protocols. Complete Study Trip requests must be submitted to the Expanded Learning Office at least 30 school days prior to the trip for trips that will utilize automobile transportation, public transportation, or walking trips. Requests for Study Trips that will utilize chartered transportation must be submitted to the Expanded Learning Office at least 30 school days prior to the trip.

16. **Proprietary or Confidential Information of District/Student Information.** Consultant understands and agrees that, in connection with this Agreement, the Consultant may have access to proprietary or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, its employees or students. Consultant also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject Consultant to civil liability. Consequently, Consultant agrees that all information disclosed by the District to the Consultant shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Consultant shall exercise the same standard of care to protect such information as is used to protect its own proprietary or confidential information.
17. **Access.** If this service will require access to District or Student data, complete the information on these links.
[Data Privacy Agreement for Contractors/Partners/Vendors \(Required\)](#)
[Request for District email addresses \(Optional\)](#)
- 18.

CONSULTANT – Contract Contact Information

DISTRICT – School or Department Contact Information

<u>CONSULTANT</u>	<u>District</u>
East Bay Center for the Performing Arts	West Contra Costa Unified School District
339 11th Street	1108 Blissell Ave. Richmond, CA. 94801
Richmond, CA 94803	Wilson (temp) campus #41
Tel: 510-323-2494 510-234-8206	Tel: 510-307-4652
Email: andrea.landin@eastbaycenter.org	Email: kasey.blackburn-jiron@wccusd.net
Attn: Andrea Landin	Attn: Kasey Blackburn-Jiron

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

CONSULTANT

East Bay Center for the Performing Arts

Dated: 09/01/2022

By: Andrea Landin

Print Name: Andrea Landin

Title: Director of Programs

DISTRICT

West Contra Costa Unified School District

Dated: _____

By: _____

Print Name: David Johnston

Title: Associate Superintendent Business Services

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Date: 09/01/2022

DISTRICT

Site/Department Administrator

By: Kasey Blackburn-Jiron

09/01/2022

Print Name: Kasey Blackburn-Jiron

Title: Coordinator of Expanded Learning

Site/Department: Expanded Learning

Chief Academic Officer Approval:

LaResha Martin

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**EXHIBIT "B" to INDEPENDENT CONSULTANT MASTER AGREEMENT**

Dept - College & Career Department

School/Department Name

This Exhibit to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of 09/07/2022 between the **West Contra Costa Unified School District** ("District") and Improve Your Tomorrow ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

All terms and conditions of the current Independent Contractor Master Agreement No.: 2223-22022 ("Master Agreement") previously executed by the Parties hereto, are incorporated herein by reference. The Consultant will implement this Exhibit in accordance with the Master Agreement. Unless otherwise specifically noted, the terms and conditions of the Master Agreement shall take precedence and priority over any conflicting term herein this Exhibit.

- Term.** Consultant shall commence providing services under this Exhibit B on 09/22/2022, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on 06/30/2023. This Exhibit may be extended upon mutual approval of both Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement.

2.	Account Number	Funding Source	Central	Site	Amount
	01-3010-5860-635-1110-1000-300114-0-0000	Title I	x		25,000.00
	01-3010-5100-635-1110-1000-300114-0-0000	Title I	x		245,000.00

☒ This contract is budgeted and fully funded for this/these line item(s).

270,000.00

- Description of Services.** 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, what days and hours the program will be provided and what FTE will be assigned to the program/site. The description needs to be at least one paragraph and will be the same information that you enter into Munis.

Improve Your Tomorrow's mission is to increase the number of young men of color (YMOC) to attend and graduate from colleges and universities. The following services will be provided at 2 High Schools, Year 1 and serve 150 students: Services will be provided at DeAnza and Kennedy High School.

IYT College Academy operates both during the school day and after school and has a physical space dedicated at each campus. Young men of color (YMOC) in the program attend weekly study halls, workshops, tutoring (weekly and one-on-one), and mentorship sessions. Core Service 1: Mentorship - Each IYT student works with a Mentor Fellow and engages in weekly mentorship sessions (depending on the student's needs) to review grades, attendance, college advising, and personal issues and to strengthen the mentorship/mentee relationship. In year 1, IYT will hire six Mentor Fellows (25-30 hrs per week) to work with 150 students. A full-time Manager supervises the Mentor Fellows. Core Service 2: Student and Career Development - Students have access to workshops aimed at improving life skills, college knowledge, and leadership skills. IYT will invite guest speakers and host career-oriented visits to corporations and government entities. Core Service 3: College Preparation and College Tours - IYT also provides opportunities for exposure to and exploration of college campuses, including Historically Black Colleges and Universities and Hispanic-Serving Institutions). Core Service 4: Tutoring - Students participate in weekly group and one-on-one tutoring with Mentor Fellows who have subject matter expertise. Core Service 5: Internships- IYT also emphasizes hands-on learning and employment and will seek paid internship opportunities for students. Core Service 6: Family Engagement IYT holds parent meetings, town halls, and conferences with teachers.

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

Number of Students and Staff Impacted per site					
Site DeAnza	Students 150	Staff	Site	Students	Staff
Site TBD by C&C	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff

Cost per: Hour _____ Day _____ Week _____ Session 1,800 student
Designate the cost using at least one of the above criteria

Are there any limitations on whom this program can serve? *Please elaborate*
 IYT has no limitations on the schools it can serve. However, IYT has traditionally served a very racially and ethnically diverse population of students who identify as Hispanic or Latino, Black or African American, Asian, and Native Hawaiian or Pacific Islander.

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 75

Tier 2: Program offered to a small group of students identified as in need of additional services:
 Site / Students 75

Tier 3: Program offered 1:1 to students identified as in need of additional services
 Site / Students

5. **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?

College & Career AMOs

- Increase percent of graduates meeting A-G requirements by 3%, especially for students who are Low Income, English Learner, Homeless, African American, and Foster Youth across all student populations as evidenced by District A-G report
- Provide academic and/or academic counseling intervention to students that results in:
 - GPAs below 2.0 rising to 2.0 or above as measured by student GPA on District issued report cards
 - GPAS between 2.0 and 2.5 rising by at least 0.4 grade points as measured by student GPA on District issued report cards

To evaluate impact, IYT implements a Qualitative Survey of students to measure school engagement, campus belonging, campus relationships, reduction of D/F grades, GPA confirming students are on-track to graduate, completion of A-G Courses; behavior records; attendance records; and, the graduation rate for students.

6. **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.

New 22/23 services to WCCUSD

IYT has a record of dramatically increasing academic achievement and college attendance rates, while also fortifying mental and physical health and decreasing the likelihood of delinquency as exemplified in the success of IYT students:

- 99% IYT College Academy students graduate high school on time
- 82% of IYT College Academy high school students graduate and attend college after high school
- 56% of IYT College Academy graduates are A-G eligible, compared to less than a third of black and brown males in California. (*data reflected is for IYT students who completed a minimum of 4 semesters)

7. **Justification.** X Specialized Expertise Requirement of Grant or Funding Source

8. **LCAP / SPSA Justification**

- x Goal 1: Achieving Students
- Goal 2: Thriving Employees
- Goal 3: Caring Schools
- Goal 4: Students with Disabilities

9. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated and as more specifically described in **Exhibit "A,"** on a per-item basis, as applicable, and up to a **maximum amount not-to-exceed** two hundred seventy thousand
Dollars (\$ 270,000.00 **).**

- a. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- b. 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.

10. **Contact Information.**

Consultant Contact Information

CONSULTANT

Improve Your Tomorrow

3780 Rosin Court

Sacramento

Tel: 205-585-7883

E-mail: finance@improveyourtomorrow.org

ATTN: Candice Phillips

District – School or Department Contact Information

DISTRICT

Dept - College & Career

1108 Bissell Ave

Richmond CA 94801

Tel: 510-307-4680

E-mail: ahuie@wccusd.net

ATTN: Allison Huie

11. **Access.** When you completed the Master Agreement you should have also submitted the Student Data Privacy Agreement for approval. The completed and approved Student Data Privacy Agreement **must be** attached when submitting this document.

[Data Privacy Agreement for Contractors/Partners/Vendors](#) (Required)

[Request for District email addresses](#) (Optional)

12. **Roster.** The roster was sent to you at the same time as you received this exhibit b.

- 12.1 You must complete and submit the roster through informed K12 and receive badges before services are provided.

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

CONSULTANT

Improve Your Tomorrow

Date: 09/07/2022

By: *Candice Phillips*
Print Name: Candice Phillips
Title: CFO
email: candice@improveyourtomorrow.org

DISTRICT

West Contra Costa Unified School District

Date: _____

By: _____
Print Name: David Johnston
Title: Executive Director Business Services
email: _____

CONSULTANT 2 (If Necessary)

By: _____
Print Name: _____
Title: _____
Site/Department: _____
email: _____

Executive Director Approval:

S. Sigler

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: *Allison Huie*
Print Name: Allison Huie
Title: Director
Site/Department: Dept - College & Career Department
email: ahuie@wccusd.net

Chief Academic Officer Approval:



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Consultant / Contract Services Summary

09/21/2022

Board Date

Contract Number

Purchasing Use Only

Requisition # 23001999

All Non-District contracts, proposals, etc. must be attached to this document when submitted

Dept - Business Services

Michaels Transportation

School / Department

Name of Agency / Consultant Name

Robert McEntire

From 09/22/2022

To 06/09/2023

Administrator Contact

Date of Services

1. Account Number	Funding Source	Central / Site	Amount
01-3213-5880-143-1110-3600-200100-0-0000	ESSER III	Site	56,000.00
01-0000-5880-143-1110-3600-200130-0-0000	General Unrestricted	Site	105,100.00

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

Total Amount of Contract: 161,100.00

☒ This contract is budgeted and fully funded for this/these line item(s).

2. **Description of Services:** 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. The description needs to be at least a paragraph and will be the same information that you enter into Munis.

Michaels Transportation will provide transportation for students Monday through Friday who are enrolled at WC Mandarin. The bus service helps ensure that students from all areas of the District, including low income students, can have equity of access to enroll at West County Mandarin School.

District reached out to 7 transportation companies and 6 companies were not able to provide the required service.

\$54,000 of the contract is paid for by the District to subsidize the cost of low income/FRL-eligible students to ride the bus. The remaining \$107,100 of the contract is not paid by the District and is instead paid through fees collected from parents of non-FRL-eligible students that ride the bus.

Board approved the budget during budget adoption on June 29, 2022.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Consultant / Contract Services Summary

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

Number of Students and Staff Impacted per site					
Site WC Mandarin	Students All	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 See attached
Designate the cost using at least one of the above criteria

Are there any limitations on whom this program can serve? *Please elaborate*
 Services are to be provided at WC Mandarin.

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 N/A
 Site / Students

Tier 2: Program offered to a small group of students identified as in need of additional services:
 Site / Students N/A

Tier 3: Program offered 1:1 to students identified as in need of additional services
 Site / Students N/A

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

Maintain 100% of WCCUSD students are enrolled in required core subject areas and a broad course of study annually

Program reference is: Centering and strengthening relationships to increase academic performance: Staff to support the implementation of international Baccalaureate programs; teacher extra time for training; conference fees; program materials. WCCUSD #18 - program 1261 (pg 27)

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Consultant / Contract Services Summary

- 5. 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.

Michael's transportation provided transportation to students who attend West County Mandarin school but do not live within the boundaries of Pinole, CA. The majority of the cost of the bus was paid for by fees collected from non-FRL-eligible students that rode the bus, which is permitted under Ed Code. The cost of low income/FRL eligible student bus riders was paid for by the District.

Transportation helped students to attend school and arrive on time while also picking them up from school and dropping them off at their homes.

It helped West County Mandarin School maintain 100% of students enrolled.

- 6. Justification:** ☒ Specialized Expertise ☐ Requirement of Grant or Funding Source

7. LCAP / SPSA Justification

<input checked="" type="checkbox"/>	Goal 1: Achieving Students
<input type="checkbox"/>	Goal 2: Thriving Employees
<input type="checkbox"/>	Goal 3: Caring Schools
<input type="checkbox"/>	Goal 4: Students with Disabilities

Consultant Contact Information

CONSULTANT

Michaels Transportation
 140 Yolano Dr.
 Vallejo CA 94589
 Tel: 707-643-2099
 E-mail: information@bustransportation.com
 ATTN: April J. Brown

District – School or Department Contact Information
DISTRICT

West Contra Costa Unified School District
 Business Services
 1400 Marina Way South Richmond CA 94804
 Tel: 510-231-1170
 E-mail: robert.mcentire@wccusd.net
 ATTN: Robert McEntire

Robert McEntire

Site / Department Signature

09/09/2022 09/12/2022

Date

*All Non-District contracts, proposals, etc. must be attached to this document when submitted.
 This form must be Board agenda ready.*

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**EXHIBIT "B" to INDEPENDENT CONSULTANT MASTER AGREEMENT**

Grant ES

School/Department Name

This Exhibit to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of 09/07/2022 between the **West Contra Costa Unified School District** ("District") and Mindful Life Project ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

All terms and conditions of the current Independent Contractor Master Agreement No.: 2223-17759 ("Master Agreement") previously executed by the Parties hereto, are incorporated herein by reference. The Consultant will implement this Exhibit in accordance with the Master Agreement. Unless otherwise specifically noted, the terms and conditions of the Master Agreement shall take precedence and priority over any conflicting term herein this Exhibit.

- Term.** Consultant shall commence providing services under this Exhibit B on 09/22/2022, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on 06/30/2023. This Exhibit may be extended upon mutual approval of both Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement.

2.	Account Number	Funding Source	Central	Site	Amount
	01-0670-5860-125-1110-1000-300114-0-0000	Title I		x	25,000.00
	01-0670-5100-125-1110-1000-300114-0-0000	Title I		x	4,000.00

☒ This contract is budgeted and fully funded for this/these line item(s). 29,000.00

- Description of Services.** 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, what days and hours the program will be provided and what FTE will be assigned to the program/site. The description needs to be at least one paragraph and will be the same information that you enter into Munis.

The Mindful Life Project empowers underserved children, families, and school site staff through mindfulness and other transformative skills to gain self-awareness, confidence, self-regulation, and resilience, leading to lifelong success. Mindful Life Project will deliver two regular school day direct service programs as well as staff and family mindfulness, services will be provided at Grant Elementary as follows:

- Mindful Community:

Whole class mindfulness programming is facilitated once a week for 25 minutes for each class within a partner school.

- Rise Up:

The MLP Coach will work with students grades 6-8 in small groups of 8 twice a week for 45 minutes to weave mindfulness into expressive arts, yoga, and performing arts.

- Teacher Sessions:

The MLP Coach will provide weekly mindfulness for teachers that supports their personal wellbeing.

-Family Sessions:

The MLP Coach will provide family sessions once a week to support the building of mindfulness practices for parents and guardians

- Hours worked weekly:

1 FTE work 8-4:00 Monday-Friday, for a total of 40 hours a week during the school year

More program detail information attached.

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

Number of Students and Staff Impacted per site					
Site Grant	Students 600+	Staff All	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 <u>\$29,000.00</u> <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> No limitations					
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 500+ Tier 2: Program offered to a small group of students identified as in need of additional services: Site / Students 100 Tier 3: Program offered 1:1 to students identified as in need of additional services Site / Students					

5. **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?

- Total number of in class office discipline referrals for program participants will decrease
- Program will issue skill development assessments at least twice/year: baseline survey and end of program survey which will indicate 85% participants demonstrating growth in one or more skills and goal attainment.
- 85% satisfaction on survey of parents/guardians, teachers/classified staff, and students on school climate survey report a welcoming environment equitably across subgroups

At the mid year mark we do a mid year teacher survey to gather information regarding satisfaction of implementation thus far and open an opportunity for anonymous feedback. During this time we also provide a mid year SEL assessment as well as an assessment in March for students to see what concepts they are fully grasping and which areas we may need to revisit and reteach. At the end of the year we administer a final teacher survey that assess programmatic impact on student SEL and overall school culture as well as the final SEL assessment for students.

6. **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.

MLP new to 22/23 school year.

LP seeks to create impacts in the following ways:

- Teachers are able to regain teaching time that would have otherwise been allocated towards redirecting student behavior. Our target is 20 minutes a day of regained time.
- 80% or more of teachers will report seeing positive impacts on students' social emotional learning in the areas of self awareness, ability to relate to one another, self regulation, and ability to settle down.
- Students will self report over the year a 10% increase in their SEL.

7. **Justification.** X Specialized Expertise Requirement of Grant or Funding Source

8. **LCAP / SPSA Justification**

- x Goal 1: Achieving Students
- x Goal 2: Thriving Employees
- x Goal 3: Caring Schools
- Goal 4: Students with Disabilities

9. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated and as more specifically described in **Exhibit "A,"** on a per-item basis, as applicable, and up to a **maximum amount not-to-exceed** Twenty Nine Thousand
Dollars (\$ 29,000.00).

- a. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- b. 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.

10. **Contact Information.**

Consultant Contact Information

CONSULTANT

Mindful Life Project

1001 Canal Ave. Suite A

Richmond, CA 94804

Tel: 5105176290

E-mail: jg@mindfullifeproject.org

ATTN: JG Larochette

District – School or Department Contact Information

DISTRICT

Grant ES

2400 Downer Ave

Richmond CA 94801

Tel: 510-231-1422

E-mail: Farnaz Heydari

ATTN: fheydari@wccusd.net

11. **Access.** When you completed the Master Agreement you should have also submitted the Student Data Privacy Agreement for approval. The completed and approved Student Data Privacy Agreement **must be** attached when submitting this document.

[Data Privacy Agreement for Contractors/Partners/Vendors](#) (Required)

[Request for District email addresses](#) (Optional)

12. **Roster.** The roster was sent to you at the same time as you received this exhibit b.

- 12.1 You must complete and submit the roster through informed K12 and receive badges before services are provided.

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

CONSULTANT

Mindful Life Project

Date: 09/07/2022

By: JG Larochette

Print Name: JG Larochette

Title: Executive Director

email: jg@mindfullifeproject.org

DISTRICT

West Contra Costa Unified School District

Date: _____

By: _____

Print Name: David Johnston

Title: Executive Director Business Services

email: DJohnston@wccusd.net

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Site/Department: _____

email: _____

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: Farnaz Heydari

Print Name: Farnaz Heydari

Title: Principal

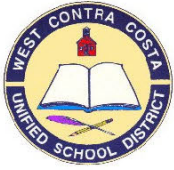
Site/Department: Grant ES

email: fheydari@wccusd.net

Executive Director Approval:

Keisha Joyner

Chief Academic Officer Approval:



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Procurement Summary

9/21/22

Board Date

Contract Number

Purchasing Use Only

Requisition # 23001053

All quotes and/or proposals must be attached to this document when submitted

Dept - Positive School Climate

Project Wayfinder Inc.

School / Department

Name of Vendor

LaShante Smith, Director

08/30/2022

Administrator Contact

Date of Procurement

1. Account Number	Funding Source	Central / Site	Amount
01-0670-5850-640-1110-2110-300120-0-4220	LCAP	Central	75,000.00
01-0670-5850-649-1110-1000-300120-0-1180	LCAP	Central	40,000.00

Total Amount of Contract: 115,000.00

☒ This procurement is budgeted and fully funded for this/these line item(s).

☒ Quote/Proposal Attached.

2. **Description of Procurement:** Please describe the procurement and justification for this purchase.

Project Wayfinder inc. Will partner with WCCUSD and provide SEL formative assessment tools, core digital curriculum, and access to classroom libraries as well as site-by-site onboarding support for all elementary and secondary WCCUSD sites.

PCC 20118.3. The governing board of any school district may purchase supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals in any amount needed for the operation of the schools of the district without taking estimates or advertising for bids.

3. **Number of Students / Staff Impacted.** Provide information on who will benefit from this purchase. How many Students and Staff will be impacted by making this purchase? Are there any limitations on who will be able to utilize this procurement?

Will impact all school sites in WCCUSD.

LaShante Smith

Site / Department Signature

09/07/2022

Date

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

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into on 08/30/2022 ("Agreement"), by and between **West Contra Costa Unified School District** ("District") and SCHOOL BASED REIMBURSEMENT PARTNERS LLC ("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:

PAREPARE AND SUBMIT LEA MEDI-CAL CLAIMS FOR PAYMENT. PERFORM MEDI-CAL ELIGIBILITY CHECKS ON STUDENTS RECEIVING SERVICES. FOLLOW-UP ON UPDATED CLAIMS FOR FINAL ADJUDICATION. COMMUNICATE WITH FISCAL INTERMEDIARIES AS NECESSARY. MAINTAIN ACCURATE BILLING RECORDS. MAINTAIN CLINICAL RECORDS IN SO FAR AS THEY ARE GERMANE TO BILLING. FORWARD TO CLIENT ANY RELEVANT INFORMATION REGARDING PROGRAM CHANGES/UPDATES. FORWARD TO CLIENT FINANCIAL REPORTS/BREAKDOWNS AS REQUESTED.

2. **Agreement Time.** The Services shall commence on 07/01/2022, and shall be completed by 06/30/2023 ("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 \$ _____ per hour for a total not to exceed \$ _____; **or**

☒ Other: \$85,000.00.

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
01-9133-5860-622-1110-2100-700100-0-5640	MEDI-CAL BUDGET	Site	85,000.00

Total Amount of Contract: 85,000.00

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

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

6. Justification: ☐ Specialized Expertise ☐ Requirement of Grant or Funding Source

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

Number of Students and Staff Impacted per site					
Site SPECIAL EDUCATION	Students 10000	Staff 200	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					

8. **LCAP / SPSA Justification**

- ☐ Goal 1: Achieving Students
☐ Goal 2: Thriving Employees
☐ Goal 3: Caring Schools
☐ Goal 4: Students with Disabilities

9. **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:

CONSULTANT SCHOOL BASED REIMBURSEMENT PARTNERS LLC 5415 Rancho California Rd, STE 200-286 Temecula, CA 92591 Attn: Michael deAnda Phone: 951-694-0022 E-mail: mdeanda@sbrpartners.com	DISTRICT West Contra Costa Unified School District SPECIAL EDUCATION DEPARTMENT 3000 PARKER BLVD RICHMOND, CA 94806 Attn: SONJA NEELY-JOHNSON Phone: 510-307-4633 E-mail: SNEELY-JOHNSON@WCCUSD.NET
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10. **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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11. **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: SONJA NEELY-JOHNSON

INITIAL HERE: NJ

12. **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: MdA (Consultant initials)

INITIAL HERE: SNJ (District Representative initials)

13. **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	SNJ
Workers Compensation	Statutory limits pursuant to State law	SNJ

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

INITIAL HERE: MdA (Consultant initials)

15. **Access.** If this service will require access to District or Student data, complete the information on these links.

[Data Privacy Agreement for Contractors/Partners/Vendors](#)
[Request for District email addresses](#)

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

SCHOOL BASED REIMBURSEMENT PARTNERS LLC /
Michael deAnda

Dated: 08/30/2022

Signature: Michael deAnda

Print Name: Michael deAnda

Title: Partner / Owner

Email: mdeanda@sbrpartners.com

CONSULTANT 2 (If Necessary)

Signature: _____

Print Name: _____

Title: _____

Date: _____

Chief Academic Officer Approval: _____

DISTRICT

West Contra Costa Unified School District

Dated: _____

Signature: _____

Print Name: David Johnston

Title: Executive Director Business Services

DISTRICT

Site/Department Administrator

Signature: Sonja Neely-Johnson

Print Name: SONJA NEELY-JOHNSON

Title: SELPA DIRECTOR

Site/Department: Dept - Special Education

Email: SNEELY-JOHNSON@WCCUSD.NET

Information regarding Consultant:

Type of Business Entity: LLC - S Corporation

If Corporation, State: California

If Other: _____

Employer Identification and/or Social Security Number: [REDACTED]

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.

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. **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).

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

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

30. **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.

31. **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.

32. **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.

3. Contractor agrees to provide DISTRICT with the following LEA Services:

a. Program Knowledge. Maintain knowledge of current billing procedures, rules, and laws for California's LEA Billing Option program. Maintain knowledge of the Centers of Medicare and Medicaid Services ("CMS") guidelines as they pertain to the provision of services under this agreement

b. Account Management. Assign an account manager to provide technical assistance to DISTRICT with gathering and maintaining data. The account manager will provide all program support to DISTRICT and will direct other SBR resources to DISTRICT as required. The account manager will coordinate all training and on-site support activities for DISTRICT.

c. Review/Assessment. Conduct ongoing reviews and assessments of the DISTRICT's LEA results and internal procedures with the intent of maximizing LEA reimbursement to the DISTRICT.

d. Eligibility. Determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by DHCS upon commencement of DISTRICT's billing services and monthly thereafter. Eligibility match information will be retained by SBR and will be used to provide Services hereunder.

e. Training. Provide training of DISTRICT managers, and designated DISTRICT staff, through training classes to help DISTRICT carry out their responsibilities for submitting information. Classes will be offered at the beginning of each academic year followed up with on-site support and additional training sessions [estimated at ten (10) hours per month] as requested by the DISTRICT. The DISTRICT may send designated personnel to as many of the classes offered as it chooses. In addition, the DISTRICT will have access to online training materials. SBR shall provide training on dates, times and at locations as mutually agreed upon between both Parties. SBR provides all training and training materials at no additional charge to the DISTRICT.

f. Electronic Claims. Make available a WEB based application (LEA-WEB) for claims submission.

g. Paper Claims. Make available paper forms with pre-printed claim's data as defined in SBR's LEA training documentations. SBR shall also make available to the DISTRICT online access to print these same forms.

h. Claims Submittal. Submit each LEA paper claim to DHCS for payment within thirty (30) days of receipt from DISTRICT of all information necessary for processing each received claim. Claims entered into SBR's LEA-WEB billing system will be transmitted to DHCS for adjudication on the tenth of each month. SBR will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.

i. Accuracy. SBR shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on DISTRICT's behalf.

j. Data/Document Storage. Scan all received paper claims and make them available for DISTRICT's review or recreation.

k. Audit File and Review. Assist the DISTRICT with setting up and maintaining an LEA audit file, and conduct quarterly internal reviews.

l. Reports. SBR will provide DISTRICT with management reports using provider, procedure, and/or site parameters, the character and frequency of which will be determined by mutual agreement of SBR and DISTRICT and will be based on DISTRICT's use of DISTRICT's Billing Services.

m. Invoice. SBR shall invoice DISTRICT each month that LEA payments are received by DISTRICT. SBR shall provide a report indicating which services were paid to DISTRICT and the corresponding service fee charged by SBR. DISTRICT is not obligated to pay SBR until the DISTRICT has received funds related to each invoice submitted for LEA reimbursement.

n. CRCS. SBR will prepare the annual Cost and Reimbursement Comparison Schedule (CRCS) Workbook in accordance with the claim guidelines approved by DHCS based on information supplied by DISTRICT for this fiscal year in accordance with the term

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Michael deAnda

2 Business name/disregarded entity name, if different from above
SCHOOL BASED REIMBURSEMENT PARTNERS LLC

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.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

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.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
31915 Rancho California Rd, STE 200-286

6 City, state, and ZIP code
Temecula, CA 92591

7 List account number(s) here (optional)

Requester's name and address (optional)
**West Contra Costa Unified School District
1400 Marina Way South
Richmond, CA 94804**

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 ► *Michael deAnda*

Date ► **08/30/2022**

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

Michael deAnda / School Based Reimbursement Partners LLC

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

31915 Rancho California Rd, STE 200-286

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

Temecula

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

State ZIP code

CA 92591

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.

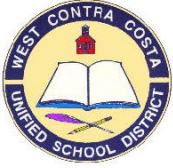
Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form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

Type or print payee's name and title Michael deAnda / Partner-Owner

Telephone 951-694-0022

Payee's signature ► Michael deAnda

Date 08/30/2022



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Consultant / Contract Services Summary

Board Date

Contract Number
Purchasing Use Only

Requisition # 23002036

All Non-District contracts, proposals, etc. must be attached to this document when submitted

Dept - Business Services

School Services of California (SSC)

School / Department

Name of Agency / Consultant Name

Dr. Robert McEntire

From 09/02/2022 **To** 06/30/2023

Administrator Contact

Date of Services

1. Account Number

01-0000-5860-650-0000-7200-600100-0-0000

Funding Source

Unrestricted

Central / Site

Central

Amount

20,000.00

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

Total Amount of Contract: 20,000.00

☒ This contract is budgeted and fully funded for this/these line item(s).

2. **Description of Services:** 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. The description needs to be at least a paragraph and will be the same information that you enter into Munis.

One-time agreement with School Services of California to review and recommend changes on our current fiscal impacts of the agreements executed with Charter Schools.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Consultant / Contract Services Summary

3. 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	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 _____
Designate the cost using at least one of the above criteria

Are there any limitations on whom this program can serve? *Please elaborate*

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

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

Receive recommendation on current Charter school agreements.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Consultant / Contract Services Summary

5. **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.

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

7. LCAP / SPSA Justification

<input type="checkbox"/>	Goal 1: Achieving Students
<input type="checkbox"/>	Goal 2: Thriving Employees
<input type="checkbox"/>	Goal 3: Caring Schools
<input type="checkbox"/>	Goal 4: Students with Disabilities

Consultant Contact Information

CONSULTANT

Alicia Alcala
 School Services of California (SSC)
 1121 I. St., suite 1060
 Tel: 916-245-3861
 E-mail: aliciaa@sscal.com
 ATTN: Alicia Alcala

District – School or Department Contact Information

DISTRICT

West Contra Costa Unified School District
 Business services
 1400 Marina way S. Richmond, CA 94804
 Tel: 510-231-1170
 E-mail: robert.mcentire@wccusd.net
 ATTN: Dr. Robert McEntire

Robert McEntire

Site / Department Signature

09/09/2022 09/12/2022

Date

*All Non-District contracts, proposals, etc. must be attached to this document when submitted.
 This form must be Board agenda ready.*

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**EXHIBIT B TO INDEPENDENT CONSULTANT MASTER AGREEMENT
ASES/21st Century/ELO-P Expanded Learning Supplemental Providers**Dept - Expanded Learning
School Name

This Exhibit to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of 08/31/2022, between the **West Contra Costa Unified School District** ("District") and Scientific Adventures for Girls ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

All terms and conditions of the current Independent Contractor Master Agreement No.: 2223-20815 ("Master Agreement") previously executed by the Parties, are incorporated herein by reference. The Consultant will implement the Services required to be provided herein in accordance with the Master Agreement. Unless otherwise specifically noted, the terms and conditions of the Master Agreement shall take precedence and priority over any conflicting term herein this Exhibit.

SUPPLEMENTAL TERMS AND CONDITIONS TO MASTER AGREEMENT

- Governing Law:** This Agreement is governed by the laws of the State of California unless otherwise noted. The Services must be provided in accordance with ASES/21st Century/ELO-P grant requirements, California Education Codes 8482-8486, federal 21st Century grant guidelines as applicable, and District policy guidelines, including, but not limited to the following: Including ELO-P Funding.
- Term.** Consultant shall commence providing services under this Exhibit B on 09/26/2022, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on 06/30/2023. The Exhibit may be extended upon mutual approval of the Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement.

3.	Account Number	Funding Source	Central / Site	Amount
	01 2600 5860 639 1110 4100 200180 0 0000 ELO-P		x	25000
	01 2600 5100 639 1110 4100 200180 0 0000 ELO-P		x	57500

☐ This contract is budgeted and fully funded for this/these line item(s). 82,500.00

- Description of Services.** Please describe the overall goals of your program and the agencies metrics of success. This description should include when the program will take place, what days and hours the program will be provided and what FTE will be assigned to program/site. The description needs to be at least one paragraph and will be the same information that you enter into Munis.

Provide Girls STEM programming at 11 school based after school programs: 1. Chavez, 2. Coronado, 3. Downer, 4. Nystrom, 5. Grant, 6. Michelle Obama, 7. Murphy, 8. Sheldon, 9. Tara Hills, 10. Washington from September - May 2023. The programs will run 27 weeks at each school. Classes will be held once a week for approximately 60 minutes, depending on the school schedule. The curriculum for the session will be Biology, Product Design and Engineering, Space Science. The girls will be introduced to a female STEM role model during the session to learn about careers in engineering, Chemistry and Environmental Science.

5. **Number of Students / Staff Impacted.** Provide information on who will benefit from these services. How many Students and Staff will be impacted by this service per site? Are there any limitations on who the program can serve? Describe how many individuals your program can serve in each tier.
SAfG plans to serve an approximate total of 330 girls from K to 6th grades at these 11 schools. Classes will be split up by grades (e.g, K-2nd and 3 - 6th grades). The details of each class will be dependent on the site coordinators at each school.
6. **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.
 - 75%+ of responding girls want to return for another program
 - 75%+ of responding girls are happy with the virtual class
 - 75%+ of responding parents surveyed reported that teacher's weekly emails (announcing each class with follow-up activities) inspired them to discuss the projects with their daughters or do other STEM projects at home together.
 - 75% of responding parents say that SAfG has increased their daughter's interest in engineering.
7. **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.
8. **Justification.** x Specialized Expertise x Requirement of Grant or Funding Source
9. **Compensation:** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated for the performance of Services. Maximum amount shall not exceed 82,500. Compensation is subject to the provisions of positive attendance.
 - 9.1. **Invoice** Consultant shall submit monthly time and cost invoices to the District. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 9.1.1. Submission of invoices to the District's Expanded Learning Office. Consultant must submit invoices to District on a timely and regular basis for services rendered. Invoices are due on the third Thursday of each month for services rendered in the preceding calendar month. District will not accept invoices submitted beyond the end of each fiscal year. Consultant must submit invoices according to specific invoicing deadlines as outlined by District to ensure timely processing.
 - 9.1.2. Invoices must be submitted within the required District Expanded Learning format and include detailed accounting of line item expenses. Required documentation must be attached.
 - 9.1.3. All contract funding allocations are contingent on the 2022-2023 ASES/21st Century/ELO-P Grant Award amounts and the District reserves the right to modify contract amounts based on available grant funds, audit findings and/or State/District requirements. Including ELO-P Funding.

- 9.1.4. 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.

10. Transfer of Funds

- 10.1. Consultant is expected to fully earn the funding allocation in order to receive full payment of contracted funds.

10.1.1. Under the scope of this agreement the Consultant may not sub-contract ASES/21st Century/ELO-P funds to outside organizations. Including ELO-P Funding.

10.1.2. Accounting Records. Consultant will maintain its accounting records based upon the principles of fund accounting.

10.1.3. District reserves the right to reduce, revise or cancel the contract in the event of decisions and/or actions taken by the Federal Government, California Department of Education, State of California, or local governmental entities.

- 11. Program Evaluations** Consultant must participate in all federal, state, county and district evaluation procedures.

- 12. Coordination/Communication.** Consultant will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation: District Expanded Learning Office; Administration of, faculty, and staff of school; Lead Agency partner; Parents/Guardians; Youth; Community based organizations and public agencies.

- 13. Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each Consultant employees, staff or agents working with students.

- 14. Minimum Qualifications.** Consultant employees, staff or agents who directly supervise students and are included in the 1:20 staff to student ratio for students grades 1st-12th and a ratio of 1:10 for students in grades TK and kindergarten; must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree or completion of 48 semester units in college or (b) successful completion of the Instructional Assistant exam, administered by the County Office of Education or the District.

14.1. Consultant staff changes must be communicated to the District Expanded Learning Coordinator in writing before commencement of work with students along with certification that staff meet all the district requirements.

14.2. All Consultant staff members 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.

- 15. Study Trips.** All Expanded Learning Study Trips must adhere to all District and Expanded Learning Office Study Trip guidelines and protocols. Complete Study Trip requests must be submitted to the Expanded Learning Office at least 30 school days prior to the trip for trips that will utilize automobile transportation, public transportation, or walking trips. Requests for Study Trips that will utilize chartered transportation must be submitted to the Expanded Learning Office at least 30 school days prior to the trip.

16. **Proprietary or Confidential Information of District/Student Information.** Consultant understands and agrees that, in connection with this Agreement, the Consultant may have access to proprietary or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, its employees or students. Consultant also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject Consultant to civil liability. Consequently, Consultant agrees that all information disclosed by the District to the Consultant shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Consultant shall exercise the same standard of care to protect such information as is used to protect its own proprietary or confidential information.
17. **Access.** If this service will require access to District or Student data, complete the information on these links.
[Data Privacy Agreement for Contractors/Partners/Vendors \(Required\)](#)
[Request for District email addresses \(Optional\)](#)
- 18.

CONSULTANT – Contract Contact Information

DISTRICT – School or Department Contact Information

<u>CONSULTANT</u>	<u>District</u>
Scientific Adventures for Girls	West Contra Costa Unified School District
2600 10th Street, #406	1108 Blissell Ave. Richmond, CA. 94801
Berkeley, CA 94710	Wilson (temp) campus #41
Tel: 415-5315288	Tel: 510-307-4652
Email: ccarr@scientificadventures.org	Email: kasey.blackburn-jiron@wccusd.net
Attn: Courtenay Carr Heuer	Attn: Kasey Blackburn-Jiron

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

CONSULTANT

Scientific Adventures for Girls

Dated: 08/31/2022

By: CCH

Print Name: Courtenay Carr Heuer

Title: Executive Director

DISTRICT

West Contra Costa Unified School District

Dated: _____

By: _____

Print Name: David Johnston

Title: Associate Superintendent Business Services

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Date: 08/31/2022

DISTRICT

Site/Department Administrator

By: Kasey Blackburn-Jiron 08/31/2022

Print Name: Kasey Blackburn-Jiron

Title: Coordinator of Expanded Learning

Site/Department: Expanded Learning

Chief Academic Officer Approval:

LaResha Martin

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

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into on 08/26/2022 ("Agreement"), by and between **West Contra Costa Unified School District** ("District") and Social Policy Research (SPR) ("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:**

Social Policy Research Associates will conduct an evaluation study of 16 summer programs and 30 afterschool programs at West Contra Costa Unified School District. Key services include surveys, CMS analysis, and reporting. The evaluation tasks will be divided between two contracts, as detailed in the attached document.

2. **Agreement Time.** The Services shall commence on 08/26/2022, and shall be completed by 06/30/2023 ("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: \$ 60,000.00; **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
01-2600-5860-639-1110-4100-200180-0-0000	ELO-P	Central	25,000
01-2600-5100-639-1110-4100-200180-0-0000	ELO-P	Central	8,500
01-6010-5840-639-1110-4100-200180-3-0000	ASES	Central	26,500

Total Amount of Contract: 60,000.00

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

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

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

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

Number of Students and Staff Impacted per site					
Site 30	Students 5000	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					

8. **LCAP / SPSA Justification**

- ☐ Goal 1: Achieving Students
☐ Goal 2: Thriving Employees
☐ Goal 3: Caring Schools
☐ Goal 4: Students with Disabilities

9. **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:

CONSULTANT Social Policy Research Associates, Inc. 1333 Broadway, Ste 310 Oakland, CA 94612 Attn: Robert Corning Phone: 510-788-2485 E-mail: robert_corning@spra.com	DISTRICT West Contra Costa Unified School District Expanded Learning 6028 Ralston Ave. Richmond, CA 94805 Attn: Kasey Blackburn-Jiron Phone: 510-307-4653 E-mail: Kasey.blackburn-jiron@wccusd.net
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10. **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
--	--	--	---	--

11. **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: _____ **INITIAL HERE:** _____

12. **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: AW (Consultant initials)

INITIAL HERE: _____ (District Representative initials)

13. **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	

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

INITIAL HERE: AW (Consultant initials)

15. **Access.** If this service will require access to District or Student data, complete the information on these links.

[Data Privacy Agreement for Contractors/Partners/Vendors](#)
[Request for District email addresses](#)

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

Social Policy Research Associates, Inc.

Dated: 08/31/2022

Signature: Andrew Wiegand

Print Name: Andrew Wiegand

Title: President

Email: andrew_wiegand@spra.com

CONSULTANT 2 (If Necessary)

Signature: _____

Print Name: _____

Title: _____

Date: _____

Chief Academic Officer Approval: _____

DISTRICT

West Contra Costa Unified School District

Dated: _____

Signature: _____

Print Name: David Johnston

Title: Executive Director Business Services

DISTRICT

Site/Department Administrator

Signature: Kasey Blackburn-Jiron

Print Name: Kasey Blackburn-Jiron

Title: Expanded Learning Coordinator

Site/Department: Dept - Expanded Learning

Email: Kasey.blackburn-jiron@wccusd.net

Information regarding Consultant:

Type of Business Entity: Corporation

If Corporation, State: CA

If Other: _____

Employer Identification and/or Social Security Number [REDACTED]

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.

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. 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).

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

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

30. 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.

31. 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.

32. 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.

2022-2023 Evaluation

Social Policy Research Associates will conduct an evaluation study of 16 summer programs and 30 afterschool programs at West Contra Costa Unified School District. Key services include surveys, CMS analysis, and reporting. The evaluation tasks will be divided between two contracts, as detailed below. SPR will invoice monthly.

Contract 1 Evaluation Services (value: \$60,000). Period of Performance: 7/1/2022-6/30/23

Summer Program Evaluation

- Clean and analyze survey responses (Summer program staff will administer the surveys.)
- Analyze Cityspan data for 16 programs
- Prepare internal memo for WCCUSD expanded learning staff with enrollment, attendance, and survey data overall and by program. Prepare a public facing executive summary.

2. APR Reporting

- SPR will complete required reporting for ASES and 21st Century grants.

Continuous Quality Improvement (CQI) Reports

- WCCUSD will provide SPR with CQI site visit data and SPR will create site visit summary reports for each program in fall 2022 and spring 2023.

4. Monthly Dashboards

SPR will create monthly dashboards with attendance data that can be filtered by program

Afterschool Program Surveys

- SPR will administer an electronic student survey, paper and electronic parent surveys, and an electronic school alignment survey, using the survey tools developed in SY2021-2022.
- SPR will clean and analyze survey responses.

Program Profiles

- SPR will prepare end-of-year program profiles for 30 funded partners.

Request for Taxpayer Identification Number and Certification

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

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

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.

Social Policy Research Associates, Inc.

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.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ 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.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1333 Broadway, Ste 310

6 City, state, and ZIP code

Oakland, CA 94612

7 List account number(s) here (optional)

Requester's name and address (optional)

West Contra Costa Unified School District

1400 Marina Way South

Richmond, CA 94804

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 ► Andrew Wiegand

Date ► 08/31/2022

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

Social Policy Research Associates, Inc.

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

1333 Broadway, Ste 310

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

Oakland

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

State ZIP code

CA 94612

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 Andrew Wiegand, PresidentTelephone 510-788-2455Payee's signature Andrew WiegandDate 08/31/2022

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**EXHIBIT "B" to INDEPENDENT CONSULTANT MASTER AGREEMENT**

Crespi MS

School/Department Name

This Exhibit to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of 09/07/2022 between the **West Contra Costa Unified School District** ("District") and StudioFive10 ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

All terms and conditions of the current Independent Contractor Master Agreement No.: 2223-21071 ("Master Agreement") previously executed by the Parties hereto, are incorporated herein by reference. The Consultant will implement this Exhibit in accordance with the Master Agreement. Unless otherwise specifically noted, the terms and conditions of the Master Agreement shall take precedence and priority over any conflicting term herein this Exhibit.

- Term.** Consultant shall commence providing services under this Exhibit B on 09/22/2022, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on 06/09/2023. This Exhibit may be extended upon mutual approval of both Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement.

2.	Account Number	Funding Source	Central	Site	Amount
	01-0670-5860-206-1110-1000-300114-0-0000	LCFF		x	25,000.00
	01-0670-5100-206-1110-1000-300114-0-0000	LCFF		x	18,000.00
	01-3010-5100-206-1110-1000-3000114-0-0000	Title I		x	12,000.00

☒ This contract is budgeted and fully funded for this/these line item(s).

55,000.00

- Description of Services.** 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, what days and hours the program will be provided and what FTE will be assigned to the program/site. The description needs to be at least one paragraph and will be the same information that you enter into Munis.

StudioFive10's mission is to provide communities with the essential techniques for processing and managing emotions and the objective is to reduce suspension, office referrals, and student conflict.

Restoration Coordinators provide direct services to students, staff, and families. Restoration Coordinators facilitate conflict mediation circles, community building activities, and social-emotional learning workshops, and provide restorative interventions with referred students. Restoration Coordinators will lead conflict mediation circles that bring all parties together to meet and settle on a plan to repair the harm. Students learn to resolve disagreements, take ownership of their behavior, and engage in acts of empathy and forgiveness.

Services will be provided at Betty Reid Soskin:

The program offers up to 3 staff members on-site depending on the school's budget. Each staff member will be on-site from 8 am-3 pm Monday-Friday.

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

Number of Students and Staff Impacted per site					
Site Betty Reid Soskin	Students 300	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 <u>\$55,000.00</u> <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> No limitations					
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 Will be offered as needed Tier 2: Program offered to a small group of students identified as in need of additional services: Site / Students Will be offered as needed Tier 3: Program offered 1:1 to students identified as in need of additional services Site / Students Will be offered as needed					

5. **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?

Socio-Emotional AMO (Attached)

Employees will track conflict mediation, one-on-one and group support data. This data will be kept secure in the StudioFive10 database and reviewed bi-weekly.

Each quarter, StudioFive10 administration and school site principals will complete a quarterly employee performance evaluation.

6. **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.

Expected suspension by 3%

Actual AMO by site

Betty Reid Soskin Middle School - 64 suspension preventions 11 suspension alternatives

Pinole Middle School - 55 suspension preventions 38 suspension alternatives

West County Mandarin School - 17 suspension alternatives

Bayview Elementary School - 7 suspension alternatives

Hercules Middle School - 4 suspension preventions 2 suspension alternatives

Hercules High School - 4 suspension preventions

7. **Justification.** x Specialized Expertise _____ Requirement of Grant or Funding Source

8. **LCAP / SPSA Justification**

- x Goal 1: Achieving Students
- Goal 2: Thriving Employees
- Goal 3: Caring Schools
- Goal 4: Students with Disabilities

9. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated and as more specifically described in **Exhibit "A,"** on a per-item basis, as applicable, and up to a **maximum amount not-to-exceed** Fifty Five Thousand
Dollars (\$ 55,000.00 **).**

- a. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- b. 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.

10. **Contact Information.**

Consultant Contact Information

CONSULTANT

StudioFive10

490 Lake Park Ave Unit 10822

Oakland, CA 94610

Tel: 510-988-1066

E-mail: Emmanuel@StudioFive10.com

ATTN: CEO

District – School or Department Contact Information

DISTRICT

Crespi MS

1121 Allview Ave

El Sobrante CA 94803

Tel: 510-231-1447

E-mail: Jay Eirvin

ATTN: jeirvin2@wccusd.net

11. **Access.** When you completed the Master Agreement you should have also submitted the Student Data Privacy Agreement for approval. The completed and approved Student Data Privacy Agreement **must be** attached when submitting this document.

[Data Privacy Agreement for Contractors/Partners/Vendors](#) (Required)

[Request for District email addresses](#) (Optional)

12. **Roster.** The roster was sent to you at the same time as you received this exhibit b.

- 12.1 You must complete and submit the roster through informed K12 and receive badges before services are provided.

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

CONSULTANT

StudioFive10

Date: 09/07/2022

By: Emmanuel Keys

Print Name: Emmanuel Keys

Title: CEO

email: Emmanuel@StudioFive10.com

DISTRICT

West Contra Costa Unified School District

Date: _____

By: _____

Print Name: David Johnston

Title: Executive Director Business Services

email: DJohnston@wccusd.net

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Site/Department: _____

email: _____

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: Jay Eirvin

Print Name: Jay Eirvin

Title: Principal

Site/Department: Crespi MS

email: jeirvin2@wccusd.net

Executive Director Approval:

S. Sigler

Chief Academic Officer Approval:

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**EXHIBIT "B" to INDEPENDENT CONSULTANT MASTER AGREEMENT**

Dept - Community Engagement

School/Department Name

This Exhibit to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of 09/07/2022 between the **West Contra Costa Unified School District** ("District") and StudioFive10 ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

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- Term.** Consultant shall commence providing services under this Exhibit B on 09/22/2022, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on 06/30/2023. This Exhibit may be extended upon mutual approval of both Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement.

2.	Account Number	Funding Source	Central	Site	Amount
	01-0670-5860-625-1110-1000-200158-0-4240	LCFF	x		25,000.00
	01-0670-5100-625-1110-1000-200158-0-4240	LCFF	x		57,500.00

☒ This contract is budgeted and fully funded for this/these line item(s). 82,500.00

- Description of Services.** 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, what days and hours the program will be provided and what FTE will be assigned to the program/site. The description needs to be at least one paragraph and will be the same information that you enter into Munis.

StudioFive10's mission is to provide communities with the essential techniques for processing and managing emotions and the objective is to reduce suspension, office referrals, and student conflict.

Restoration Coordinators provide direct services to students, staff, and families. Restoration Coordinators facilitate conflict mediation circles, community building activities, and social-emotional learning workshops, and provide restorative interventions with referred students. Restoration Coordinators will lead conflict mediation circles that bring all parties together to meet and settle on a plan to repair the harm.

Students learn to resolve disagreements, take ownership of their behavior, and engage in acts of empathy and forgiveness.

Services will be provided at Hercules Middle and Hercules High:

The program offers up to 3 staff members on-site depending on the school's budget.

Each staff member will be on-site from 8:30 am - 3:00 pm Monday-Friday (Hercules High)

Each staff member will be on-site from 8:30 am - 3:00 pm Monday, Wednesday, and Friday (Hercules Middle)

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

Number of Students and Staff Impacted per site					
Site Hercules Middle	Students All	Staff All	Site	Students	Staff
Site Hercules High	Students All	Staff All	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff

Cost per: Hour _____ Day _____ Week _____ Session **\$82,500.00**
Designate the cost using at least one of the above criteria

Are there any limitations on whom this program can serve? *Please elaborate*
 No limitations

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 Will be offered as needed

Tier 2: Program offered to a small group of students identified as in need of additional services:
 Site / Students Will be offered as needed

Tier 3: Program offered 1:1 to students identified as in need of additional services
 Site / Students Will be offered as needed

5. **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?

Socio-Emotional AMO (Attached)

Employees will track conflict mediation, one-on-one and group support data. This data will be kept secure in the StudioFive10 database and reviewed bi-weekly.

Each quarter, StudioFive10 administration and school site principals will complete a quarterly employee performance evaluation.

6. **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.

Expected suspension by 3%

Actual AMO by site

Betty Reid Soskin Middle School - 64 suspension preventions 11 suspension alternatives

Pinole Middle School - 55 suspension preventions 38 suspension alternatives

West County Mandarin School - 17 suspension alternatives

Bayview Elementary School - 7 suspension alternatives

Hercules Middle School - 4 suspension preventions 2 suspension alternatives

Hercules High School - 4 suspension preventions

7. **Justification.** x Specialized Expertise Requirement of Grant or Funding Source

8. **LCAP / SPSA Justification**

- x Goal 1: Achieving Students
- Goal 2: Thriving Employees
- Goal 3: Caring Schools
- Goal 4: Students with Disabilities

9. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated and as more specifically described in **Exhibit "A,"** on a per-item basis, as applicable, and up to a **maximum amount not-to-exceed** Eighty Two Thousand Five Hundred
Dollars (\$ 82,500.00).

- a. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- b. 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.

10. **Contact Information.**

Consultant Contact Information

CONSULTANT

StudioFive10

490 Lake Park Ave Unit 10822

Oakland, CA, 94610

Tel: 510-988-1066

E-mail: Emmanuel@StudioFive10.com

ATTN: Emmanuel Keys

District – School or Department Contact Information

DISTRICT

Dept - Community Engagement

1108 Bissell Ave

Richmond CA 94801

Tel: 510-965-4416

E-mail: martine.blake@wccusd.net

ATTN: Martine Blake

11. **Access.** When you completed the Master Agreement you should have also submitted the Student Data Privacy Agreement for approval. The completed and approved Student Data Privacy Agreement **must be** attached when submitting this document.

[Data Privacy Agreement for Contractors/Partners/Vendors](#) (Required)

[Request for District email addresses](#) (Optional)

12. **Roster.** The roster was sent to you at the same time as you received this exhibit b.

- 12.1 You must complete and submit the roster through informed K12 and receive badges before services are provided.

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

CONSULTANT

StudioFive10

Date: 09/07/2022

By: Emmanuel Keys

Print Name: Emmanuel Keys

Title: CEO

email: Emmanuel@StudioFive10.com

DISTRICT

West Contra Costa Unified School District

Date: _____

By: _____

Print Name: David Johnston

Title: Executive Director Business Services

email: DJohnston@wccusd.net

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Site/Department: _____

email: _____

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: Martine Blake

Print Name: Martine Blake

Title: Director

Site/Department: Dept - Community Engagement

email: martine.blake@wccusd.net

Executive Director Approval:

S. Sigler

Chief Academic Officer Approval:

EXHIBIT A
Scope of Services

Consultant shall perform the following Services. The scope of Services to be performed by Consultant may be authorized or directed by the District on an individual basis pursuant to a Purchase Order issued to Consultant pursuant to this Agreement.

1. Insert description of Services to be performed. Print Program description page (s) from the Full Service Community Programs Book, attach scope of services provided by Consultant or type a Scope of Services in this area.

The Center for Educational Partnerships (CEP) at the University of California, Berkeley directly serves over 75,000 students from the Bay Area (Alameda, Contra Costa, Santa Clara, and Solano counties) to the greater Los Angeles region. For almost 40 years, we have been serving students from kindergarten through community college. Our 12 CEP programs lead the University of California, Berkeley's efforts to:

Improve the academic achievement of students who face significant barriers to college.

Increase the diversity of students who enroll and succeed in higher education.

Empower schools and districts to promote and foster college aspirations through building a college-going culture.

Support collaborations and partner with K-12 and post-secondary colleagues.

Create tools to partner with educators, families, and communities to inspire and advocate for our students successful futures.

To provide college advising services to WCCUSD middle and high school students.

CEP Programs will provide college advising services to 150-300 cohort students at the following school sites:

Helms Middle School, Pinole Middle School, Fred T. Korematsu Middle School, and Crespi Middle School

De Anza High School, El Cerrito High School, Hercules High School

Kennedy High School, Pinole Valley High School, and Richmond High School

We will also provide school-wide college advising services at the six (6) comprehensive high schools.

Deliverables:

Approximately seventy-five (75) cohort students at Helms Middle School, Pinole Middle School, Fred T. Korematsu Middle School, and Crespi Middle School will be provided with college advising services. Staff will be available at the middle school sites at least twice a week for 4 hours a day.

The six (6) comprehensive high schools will have multiple staff members present 4-5 days a week, full-time, including special evening and/or weekend events.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**EXHIBIT "B" to INDEPENDENT CONSULTANT MASTER AGREEMENT**

Dept - College & Career

(School/Department Name)

This Exhibit "B" to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as on 09/08/2022, between the **West Contra Costa Unified School District** ("District") and **The Regents of the University of California** on behalf of The Regents of the University of California ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

All terms and conditions of the current Independent Contractor Master Agreement No.: 2223-10350 ("Master Agreement") previously executed by the Parties hereto, are incorporated herein by reference. The Consultant will implement this Exhibit in accordance with the Master Agreement. Unless otherwise specifically noted, the terms and conditions of the Master Agreement shall take precedence and priority over any conflicting term herein this Exhibit.

1. **Term.** Consultant shall commence providing services under this Exhibit on 09/22/2022, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on 06/30/2023. This Exhibit may be extended upon mutual approval of both Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement.

2.	Account Number								3. Funding Source	Amount
01	0670	5860	647	3800	1000	300120	0	1120	C&C - LCAP	25,000.00
01	0670	5100	647	3800	1000	300120	0	1120	C&C - LCAP	227,000.00
										252,000.00

3. **Description of Services.** Provide a short summary of the services that will be provided at School Site. [This description should include what they are doing, how often the services will be provided and details of the services. The description needs to be at least a paragraph and will be the same information that you enter into Munis.]

CEP programs lead the University of California, Berkeley's efforts to:
 Improve the academic achievement of students who face significant barriers to college.
 Increase the diversity of students who enroll and succeed in higher education.
 Empower schools and districts to promote and foster college aspirations through building a college-going culture.
 Support collaborations and partner with K-12 and post-secondary colleagues.
 Create tools to partner with educators, families, and communities to inspire and advocate for our students successful futures.
 Services will be provided at ECH, HHS, JFKH, PVH, RHS, and DAH.

4. **Number of Students / Staff Impacted.** Provide information on who will benefit from these services.
 How many Students and Staff will be impacted by this service?
 Our 6 comprehensive high schools students

5. **Outcome / Deliverables.** Explain what you hope to accomplish by having this service.
 Continue to engage with partners from UC Berkeley is to increase the A-G awareness/engagement and increase college-going experiences of underrepresented students at serviced schools within the West Contra Costa Unified School District, as detailed in the attached Scopes of Work.

6. **Justification.** x Specialized Expertise Requirement of Grant or Funding Source

7. **LCAP Justification**

Goal 1: Improve Student Achievement

8. **Single Plan for Student Achievement (SPSA) Justification**

8.	_____ ELA	_____ Attendance
	_____ Math	_____ School Climate
	_____ ELD	_____ ILT Goals
	_____ Science	_____ Parent Involvement
	_____ History/Social Studies	_____ x Other #1 College & Career Readiness
	_____ African American Students	_____ Other #2 _____

9. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated and as more specifically described in **Exhibit "A,"** on a per-item basis, as applicable, and up to a **maximum amount not-to-exceed** Two Hundred Fifty Two Thousand **Dollars (\$252,000.00)**.

9.1 Per the terms described in section 4.1 and 4.2 of the Independent Consultant Master Agreement for Direct or Ongoing Special Services.

10. **Contact Information.**

WCCUSD-School or Department Contact Information

Allison Huie

 6028 Ralston Ave

 Richmond CA 94805

 Tel: 510-307-4680

 Fax: _____
 E-mail: ahuie@wccusd.net

 ATTN: Dr. Allison Huie

UC Regents Contact Information on behalf of:

 Tel: _____

 Fax: _____

 E-mail: _____

 ATTN: _____

11. **Attachments.** The following items **must be** attached when submitting to purchasing for processing.

- 11.1 Program Description page(s) from the Full Service Community Programs book.
- 11.2 Roster of all Employees, subcontractors, volunteers and employees of subcontractors.

[SIGNATURES ON FOLLOWING PAGE]

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

CONSULTANT

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Date: _____

By: _____

Print Name: _____

Title: _____

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Date: _____

DISTRICT

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Date: _____

By: _____

Print Name: David Johnston

Title: Executive Director Business Services

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

Date: _____

By: _____

Print Name: Allison Huie

Title: Director

Dept - College & Career

Site/Department: _____

EXHIBIT "C"

**SUPPLEMENTAL TERMS AND CONDITIONS BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

Any other provision to the contrary notwithstanding, the following provisions shall govern the Independent Consultant Master Agreement for Direct or Ongoing Special Services ("Agreement") between The Regents of the University of California ("University" or "Consultant") and West Contra Costa County Unified School District ("District") dated 09/08/2022 .

- 1. Indemnification.** Each party shall defend, indemnify, and hold the other party harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
- 2. Insurance.**
 - A. The parties will keep in full force and effect during the Term, at each party's own expense, insurance, or in the case of the University, self-insurance with coverages as follows ("Insurance"):
 - i. Commercial Form General Liability Insurance with minimum limits as follows:

a. Each Occurrence	\$1,000,000
b. Products/Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. General Aggregate	\$2,000,000
 - ii. Workers Compensation as required by applicable law.
 - iii. Business Automobile Insurance with insurance coverage amount of \$1,000,000 per occurrence.
 - B. If the Insurance is written on a claims made form, it will continue for three years following termination of this Agreement.
 - C. The Insurance will provide for a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.
 - D. Each party will be named as an additional insured on the General Liability and Business Automobile insurance of the other party, in proportion to and to the extent of the negligent acts or omissions of the former party's officers, employees, and agents.
 - E. Within thirty (30) days of the execution of this Agreement, each party will furnish the other party with a Certificate of Insurance ("Certificate of Insurance") evidencing compliance with the insurance provisions of this Agreement. Organization's Certificate of Insurance will be delivered to University's representative specified in Section 10. Each party is required to give 30 days' advance written notice to such other party of any modification, change, or cancellation with respect to the Insurance.
 - F. The insurance requirements set forth in this Section will not limit a party's liability.
- 3. Intellectual Property.** The ownership of any preexisting copyright in works or inventions employed in the performance of this Agreement shall remain unchanged, provided however, that each party

hereby licenses to the other party the right to use such copyrighted work or invention only to the extent necessary to perform this Agreement. University shall own the copyright of any materials produced in the performance of this Agreement; provided, however, University hereby grants to District a royalty-free, non-exclusive license to use such materials for non-commercial educational research purposes.

4. **Trademark/University Name.** The University's name and trademarks are protected by California law and may not be used except to indicate identification or location without prior written approval of the University's Office of Business Contracts and Brand Protection.

CONSULTANT

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Date: _____

By: _____

Print Name: _____

Title: _____

DISTRICT

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Date: _____

By: _____

Print Name: David Johnston

Title: Executive Director Business Services

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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."*

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Staffing Changes Staff changes must be communicated to the WCCUSD Community Engagement Office in writing before commencement of work with students along with WCCUSD Consultant Roster certifying that staff meet all the district requirements.

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

I certify that we have fingerprinted and received subsequent arrest reports and will provide the West Contra Costa Unified School District with rosters of staff and insure that all staff, volunteers, etc., receive and wear their contractor badge while on District property. We will notify the District if any infractions occur and will collect and return badges when necessary if an employee leaves or is terminated and at the end of the Term.

Agency ORI#: _____
Date: _____
Name of Consultant or Company: _____

Signature: _____
Print Name and Title: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Consultant currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, volunteers and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

_____ The Consultant ensures that any person providing any portion of the Services has submitted to an examination within the past 60 days or have had one done within the last 4 years on file to determine that he or she is free of active tuberculosis, by a physician or surgeon. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or

Date: _____
Proper Name of Consultant: _____

Signature: _____
Print Name: _____
Title: _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**EXHIBIT B TO INDEPENDENT CONSULTANT MASTER AGREEMENT****ASES/21st Century/ELO-P Expanded Learning – Lead Agency**

Stege ES

School Name

This Exhibit "B" to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of 09/26/2022 between the **West Contra Costa Unified School District** ("District") and WCC EdFund Youth Code Now ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

All terms and conditions of the current Independent Contractor Master Agreement No.: 2223-11108 ("Master Agreement") previously executed by the Parties hereto, are incorporated herein by reference. The Consultant will perform the Services required herein in accordance with the Master Agreement. Unless otherwise specifically noted, the terms and conditions of the Master Agreement shall take precedence and priority over any conflicting term herein this Exhibit.

SUPPLEMENTAL TERMS AND CONDITIONS TO MASTER AGREEMENT

- Governing Law.** This agreement is governed by the laws of the State of California unless otherwise noted. The Services must be provided in accordance with ASES/21st Century/ELO-P grant requirements, California Education Codes 8482-8486, federal 21st Century grant guidelines as applicable, and District policy guidelines, including, but not limited to the following:
- Term.** Consultant shall commence providing services under this Exhibit B on 09/26/2022, and will diligently perform as required or requested by the District as applicable. The term for these Services shall expire on 06/30/2023. The Exhibit may be extended upon mutual approval of the Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement. Program must be open to students every day that school is in session. The program may close for up to 3 program days for professional development provided there is approval from the Expanded Learning Office and the site administrator. Requests for program closure for professional development must be received by the Expanded Learning Office and the principal at least 30 days in advance. Partner is responsible for working with the school site to communicate the program closure with families.

3.	Account Number								Funding Source	Central / Site	Amount
01	6010	5860	157	1110	4100	200180	2	0000	ASES	x	\$9,404
01	6010	5860	157	1110	4100	200180	3	0000	ASES	x	15,596.00
01	6010	5100	157	1110	4100	200180	3	0000	ASES	x	\$84,613.00
01	2600	5860	639	1110	4100	200180	0	0000	ELO-P	x	\$19,751.00

129,364.00

☒ This contract is budgeted and fully funded for this/these line item(s).

4. **Description of Services:** Please describe the overall goals of your program and the agencies metrics of success. This description should include when the program will take place, what days and hours will the program be provided. What FTE will be assigned to program/site. The description needs to be at least a paragraph and will be the same information that you enter into Munis.

THIS TIER 1 YOUTH DEVELOPMENT PROGRAM WILL PROVIDE PARTICIPATING CHILDREN AND YOUTH A SAFE ENVIRONMENT TO ENGAGE IN A RANGE OF ACADEMIC ENRICHMENT ACTIVITIES FROM BOOKNOOK, A READING INTERVENTION, TO STRUCTURED HOMEWORK SUPPORT. ADDITIONALLY, THE PROGRAM WILL PROVIDE YOUTH WITH A RANGE OF ENRICHMENT OFFERINGS WHICH WILL INCLUDE SOME OF THE FOLLOWING ACTIVITIES: PHYSICAL ACTIVITY, SOCIAL AND EMOTIONAL SKILL DEVELOPMENT, VISUAL AND PERFORMING ARTS, NUTRITION EDUCATION, GARDENING AND COOKING CLASSES, AND STEM. PROGRAMS WILL BE OPEN TO PARTICIPANTS FROM THE END OF THE INSTRUCTIONAL DAY UNTIL 6 PM.

Services will be provided at Stege Elementary.

5. **Number of Students / Staff Impacted:** Provide information on who will benefit from these services. How many Students and Staff will be impacted by this service per site? Are there any limitations on who the program can serve? Describe how many individuals your program can serve in each tier.

71 STUDENTS

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

- (1) PROGRAM WILL SERVE 85% OF THEIR TARGET ADA;
- (2) PROGRAM WILL PARTICIPATE IN THE EXPANDED LEARNING OFFICE CONTINUOUS QUALITY IMPROVEMENT PROCESS;
- (3) 85% OF YOUTH WILL IDENTIFY INCREASED SKILL DEVELOPMENT.

7. **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

8. **Compensation:** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated for the performance of Services. Maximum amount shall not exceed \$129,364.00. Compensation is subject to the provisions of positive attendance.

- 8.1. **Invoice:** Consultant shall submit monthly time and cost invoices to the District. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the

Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

- 8.2. Submission of invoices to District: Consultant must submit invoices to District on a timely and regular basis for services rendered. Invoices are due on the third Thursday of each month for services rendered in the preceding calendar month. District will not accept invoices submitted beyond the end of each fiscal year. Consultant must submit invoices according to specific invoicing deadlines as outlined by District to ensure timely processing.
- 8.3. Invoices must be submitted within the required District Expanded Learning format and include detailed accounting of line-item expenses. Required documentation must be attached.
- 8.4. All District-required attendance must be received by the District Expanded Learning Office prior to invoicing. Payment of invoices will be subject to attendance review.
- 8.5. All contract funding allocations are contingent on the current year ASES/21st Century Grant Award amounts and ELO-P allocations. The District reserves the right to modify contract amounts based on available grant funds, audit findings and/or State/District requirements.
- 8.6. 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.
9. **Positive Attendance** Payment for services rendered related to the ASES/21st Century grants should be based on actual student attendance rates. The target Average Daily Attendance goal for this agreement is 71.
- 9.1. All attendance information must be submitted to the District Expanded Learning Office on or before the 5th of every month, including submission of daily site attendance totals, hard copies of attendance logs, and monthly reconciling of all attendance information by site. The Consultant must ensure accuracy of all attendance data submitted. Consultant will be held liable for any attendance errors and/or discrepancies that result in monies returned or paid back to the California Department of Education involving the sites served.
- 9.2. If Consultant's Expanded Learning Program does not attain at least eighty five percent (85%) of its attendance target, Consultant will be required to submit an attendance action plan with seven (7) days, the District will: (1) Notify Consultant in writing that Consultant did not attain at least 85% of its approved attendance target and (2) Provide Consultant with technical assistance designed to aid Consultant in attaining its approved attendance target. If, after the above steps have been taken, Consultant's attendance numbers are still below eighty five percent (85%) of the approved attendance target, the District reserves the right to reduce the total contract amount, and/or reassign some or all of the contract funds to another Lead Agency, or to the District, for program implementation.
10. **Agency Administrative Fees.** Consultant understands and agrees that it may not charge more than 5% of the total contract amount as administrative fees. The administrative fees must be used for direct administrative costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the Expanded Learning Program.
11. **Modifications to Budget.** Any modifications to the approved contract budget must be approved by the District and Consultant before expenditures of funds for modified line items are authorized. The granting of any payment

by District shall in no way lessen the liability of Consultant to correcting unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time of payment.

12. **Transfer of Funds**

12.1. Consultant is expected to fully earn the funding allocation in order to receive full payment of contracted funds. The program must be run for the full 180 school days reflected on this scope of services.

12.1.1. Sufficient supplies and materials must be provided for all program sites. Consultant may not purchase capital equipment using ASES/21st Century/ELO-P program funds.

12.1.2. Under the scope of this agreement the Consultant may subcontract ASES/21st Century/ELO-P funds to outside organizations.

12.1.3. Consultant will function as a sub recipient of ASES/21st Century/ ELO-P funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines.

12.1.4. Consultant will ensure that all funds are expended as per grant guidelines and back up receipts and records available immediately upon request.

12.1.5. Accounting Records: Consultant will maintain its accounting records based upon the principles of fund accounting.

12.1.6. In the event that ASES/21st Century attendance falls below 85% of state required figures, the District reserves the right to give a thirty (30) day notice and cancel, reduce and/or re-assign the contract.

12.1.7. In the event that the ASES/21st Century/ELO-P enrollment falls below the enrollment targets set by the District, the District reserves the right to give a thirty (30) day notice and cancel, reduce and/or re-assign the contract.

12.1.8. District reserves the right to reduce, revise or cancel the contract in the event of decisions and/or actions taken by the Federal Government, California Department of Education, State of California, or local governmental entities.

13. **Scope of work.** Consultant will serve as the Lead Agency at Stege Elementary _____ School provides oversight, fiscal management, payroll services, and direct instruction for students. The activities of the Consultant may also include purchasing supplies and other items directly related to the implementation of the program for students.

14. **The program must include the following daily elements:**

14.1. **Educational and literacy element.** The educational and literacy element must provide academic support designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies. Evidence of alignment between the school day and the Expanded Learning Program is required in each yearly Expanded Learning Plan. It is the responsibility of the Expanded Learning Site Coordinator and the Consultant to work with the site Principal to ensure that this alignment is present in the Expanded Learning Program.

14.2. **Enrichment element.** Educational enrichment may include but is not limited to, positive youth development strategies and prevention activities. Such activities include visual and performing arts, music, physical activity, health/nutrition promotion, technology, student leadership, career awareness

and work preparation activities, community service-learning, and other youth development activities based on student needs and interests. Enrichment activities must be designed to enhance the core curriculum.

- 14.3. **Nutrition element.** All students participating in ASES/21st Century/ELO-P programs must be served a snack, and the nutritious snack must conform to the nutrition standards in Education Code Section 48430-49436.
- 14.4. **Structured Physical Activity.** All students must have access to 30-60 minutes of moderate to vigorous physical activity (MVPA) (Education Code Section 8483.3[c][7]).
- 14.5. In the event that district observations indicate that the program and/or compliance requirements are not being met, the Consultant must provide a plan for improvement within seven (7) days to the District Expanded Learning Coordinator.

15. **Program Requirements**

- 15.1. All ASES/ 21st CCLC programs must commence immediately upon the conclusion of the regular instructional school day; operate a minimum of fifteen (15) hours per week, and operate until at least six in the evening (6:00 p.m.) on every regular instructional school day. (EC 8483.) Programs funded through ELO-P must be open for a total of 9 hours/day; this 9 hours includes school day instructional minutes.
- 15.2. Elementary school students are encouraged to attend five (5) days per week. Middle School/Junior High students are encouraged to attend a minimum of nine (9) hours per week and three (3) days per week.
- 15.3. All students participating in ASES/21st Century/ELO-P programs must be served a snack, and the nutritious snack must conform to the nutrition standards in Education Code Section 48430-49436. All required District Food Services paperwork must be completed in an accurate and timely manner. Each Expanded Learning Site Coordinator must also work to ensure that no snack overage charges incur for their program.
- 15.4. Consultant may release students early from the program at the documented request of students' parents/guardians. In the event that the Consultant releases students before the end of the program day the District Early Release Policy must be adhered to and all corresponding required documentation must be implemented.
- 15.5. Ensure that the Expanded Learning Program aligns with District and school goals and objectives to support the success of students as articulated in the School's Single Plan for Student Achievement (SPSA).
- 15.6. Maintain safe, secure, and clean program environments for staff and students in conjunction with District, and following District guidelines provided by the Expanded Learning Coordinator. Consultant, as Consultant views necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.
- 15.7. In the event the program and/or compliance requirements are not being met, the Consultant must provide a plan for improvement within seven (7) days to the District Expanded Learning Coordinator.

- 16. **Program Evaluations.** Consultant must participate in all federal, state, county and district evaluation procedures. All surveys must be completed by all required stakeholders (students, parents, teachers, ELP staff, and principals) and submitted to the District Expanded Learning Office on or before required deadlines.

17. **Attendance Reports.** Consultant will provide District with attendance reports using the District attendance systems, and will maintain required attendance reports, including completion of mandatory monthly reports. Consultant must ensure accuracy of all attendance data submitted. Consultant may be held liable for any attendance errors and/or discrepancies that result in monies returned or paid back to the District and/or the California Department of Education.
18. **Incident Reporting.** In the event an incident occurs onsite during the program, or adjacent to the site and potentially impacting the program, the Consultant must communicate with the Expanded Learning Office. Consultant will provide the District with the incident report within 24 hours of the incident.
19. **K-12 Emergency Preparedness Procedures.** The Expanded Learning Site Coordinator shall follow the District's Recommended Monthly Drill Schedule in coordination with the site principal. All drills shall be documented using the online WCCUSD PREPAREDNESS DRILL TRACKING FORM and should be submitted to the district's safety coordinator within 48 hours of completing the drill.
20. **Coordination/Communication.** Consultant will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation: District Expanded Learning Office; Administration of, faculty, and staff of school; District Central Administration departments; Parents/Guardians; Youth; Community based organizations and public agencies
 - 20.1. All written program materials and communications must follow District Expanded Learning Office guidelines, protocol, requirements and be approved before implementation or distribution by the District Expanded Learning Coordinator.
 - 20.2. Expanded Learning Program will maintain regular and effective communication with school site principals and the District Expanded Learning office.
 - 20.3. All written communication, regarding the Expanded Learning Program, must be approved by the Expanded Learning Coordinator in order to follow established District protocols.
 - 20.4. All required program documents must be submitted to the District Expanded Learning Office on or before required deadlines.
21. **Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each Consultant employee or agent working with students.
22. **Minimum Qualifications.** Consultant staff and agents who directly supervise students and are included in the 1:10 staff to student ratio for grades TK and Kindergarten and 1:20 staff to student ratio for grades 1st-12th and for ASES/21st century/ELO-P funded programs must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalent and one of the following: (a) an AA degree or completion of 48 semester units in college or (b) successful completion of the Instructional Assistant exam, administered by the County Office of Education or the District.
 - 22.1. Consultant will ensure that at least one staff member at each Expanded Learning Program is certified in CPR and First Aid.
 - 22.2. Staff changes must be communicated to the District Expanded Learning Coordinator in writing before commencement of work with students along with certification that staff meet all the district requirements.
 - 22.3. All staff members 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.

23. **Study Trips:** All Expanded Learning Study Trips must adhere to all District and Expanded Learning Office Study Trip guidelines and protocols. Complete Study Trip requests must be submitted to the Expanded Learning Office at least fifteen (15) school days prior to the trip for trips that will utilize automobile transportation, public transportation, or walking trips. Requests for Study Trips that will utilize chartered transportation must be submitted to the Expanded Learning Office at least twenty-five (25) school days prior to the trip.
24. **Program Quality**
- 24.1. Expanded Learning Site Coordinators and at least one member of the Consultant management team will participate in all required District staff development, planning meetings, and engage in all components of the Continuous Quality Improvement Process (CQI)).
 - 24.2. Expanded Learning Site Coordinators shall also meet at least monthly with their Consultant Director and school site Principal and/or Principal Designee to ensure alignment with the core school day.
 - 24.3. Consultant Directors, Principals, the Expanded Learning Coordinator and their designees are responsible for quality and compliance of ASES/21st Century/ELO-P programs.
 - 24.4. Consultant must provide District with requested program accountability documents and reports, to include, but not limited to:
 - 24.4.1. Financial reports
 - 24.4.2. Attendance reports using the District Expanded Learning Attendance System.
 - 24.4.3. Evidence of current TB Test (PPD) for each Consultant employee working with students.
 - 24.4.4. Evidence of current California Department of Justice (CDOJ) fingerprint clearance for each Consultant employee. Consultant will not permit its employees to come into contact with students until CDOJ clearance is ascertained.
 - 24.4.5. Additional reports and documentation as needed upon request for monitoring purposes.
 - 24.4.6. All records, including copies of attendance, payroll, and financial documents, must be maintained and available for District review for five (5) years.
25. **School Facilities.** Prior to the first day of school, the Expanded Learning Coordinator, the Principal and the Expanded Learning Site Coordinator shall agree upon which classrooms and facilities on the school campus the Expanded Learning will use. Use changes should be discussed and confirmed in advance of any changes. A District Facilities Use form must also be submitted in the spring of the previous year.
- 25.1. Principals will work with custodians to develop and adjust a cleaning schedule so that Expanded Learning students and staff have access to needed facilities.
 - 25.2. Expanded Learning staff shall ensure that classrooms, workspaces, storage areas and other facilities used by the Expanded Learning will be left clean and tidy. At the close of each day, Expanded Learning staff will use an approved Classroom Use Check-List to ensure that the space is ready for the regular occupant to use.
 - 25.3. The school will provide a master calendar of school activities and events. The Expanded Learning Site Coordinator will add scheduled activities to the calendar. Any changes in either schedule should be immediately communicated to the Principal and/or Expanded Learning Site Coordinator so that adequate coordination of school facilities is maintained.

- 25.4. General school amenities shall be provided to the Expanded Learning staff and students such as restrooms, water fountains, etc. during program operations.
- 25.5. A discussion will take place regarding the specifics of the security/emergency plan for the Expanded Learning Program. The plan will include how the campus will be kept safe during the Expanded Learning Program.
26. **Proprietary or Confidential Information of District/Student Information** Consultant understands and agrees that, in connection with the Master Agreement, the Consultant may have access to proprietary or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, its employees or students. Consultant also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject Consultant to civil liability. Consequently, Consultant agrees that all information disclosed by the District to the Consultant shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Consultant shall exercise the same standard of care to protect such information as is used to protect its own proprietary or confidential information.
27. **Access.** When you completed the Master Agreement you should have also submitted the Student Data Privacy Agreement for approval. The completed and approved Student Data Privacy Agreement **must be** attached when submitting this document.
[Data Privacy Agreement for Contractors/Partners/Vendors \(Required\)](#)
[Request for District email addresses \(Optional\)](#)

CONSULTANT – Contract Contact Information

DISTRICT – School or Department Contact Information

<u>CONSULTANT</u>	<u>District</u>
West Contra Costa Public Education Fund	<u>West Contra Costa Unified School District</u>
1400 Marina Way S.	1108 Bissell Ave. Richmond, CA. 94801
Richmond, CA 94804	Wilson (temp) campus #41
Tel: 510-296-5814 NA	Tel: 510-307-4652
Email: robert@edfundwest.org	Email: kasey.blackburn-jiron@wccusd.net
Attn: Robert Bunce	Attn: Expanded Learning

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

CONSULTANT

West Contra Costa Public Education Fund

Date: 09/07/2022

By: Robert Bunce

Print Name: Robert Bunce

Title: Interim Executive Director

Address: 1400 Marina Way S.

Richmond, CA 94804

email: robert@edfundwest.org

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Site/Department: _____

email: _____

DISTRICT

West Contra Costa Unified School District

Date: _____

By: _____

Print Name: David Johnston

Title: Executive Director Business Services

email: _____

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: Kasey Blackburn-Jiron

Print Name: Kasey Blackburn-Jiron

Title: Coordinator of Expanded Learning

Site/Department: Expanded Learning

email: _____

Chief Academic Officer Approval: