

**HAYWARD UNIFIED SCHOOL DISTRICT
CONTRACT/AGREEMENT AMENDMENT NO. 3**

This Amendment is entered into between the Hayward Unified School District (HUSD) and **The Village Method** (CONTRACTOR / AGENCY). HUSD entered into an Agreement with the CONTRACTOR/ AGENCY for professional services on **October 10, 2020**, and the parties agree to amend the Agreement as follows:

1. **Services:** (Check and complete ONE of the options below.)

- ☒ The scope of work is attached as Exhibit A (incorporated by reference to the extent that it is subordinate to and not inconsistent with this Agreement).

2. **Terms:** (Check and complete ONE of the options below.)

- ☒ The contract term is extended by an additional **2 weeks** (circle: days/weeks/months), and the amended expiration date is **June 30, 2021**.

3. **Compensation:** (Check and complete ONE of the options below. This provision may only be changed if there is also a change to the above Services OR Terms of the Contract).

- ☒ The original contract price is amended to increase in the amount of \$ **7,500.00**, and the amended contract price is now \$ **96,660.00**

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:** (Include all prior amendments):

Amendment No.	Date	General Description / Purpose of Amendment	Amount of Increase (Decrease)
1	1/13/2021	To provide math intervention and enrichment	\$44,160.00
2	2/10/2021	To provide math intervention and enrichment	\$15,000.00

6. **Approval:** This Amendment is not effective and no payment shall be made to Contractor until executed by both parties. Approval requires signature by the Assistant Superintendent of Business (or designee).

HAYWARD UNIFIED SCHOOL DISTRICT

CONTRACTOR

Signature: _____

Dr. Lisa Davies

Name

Signature _____

Name

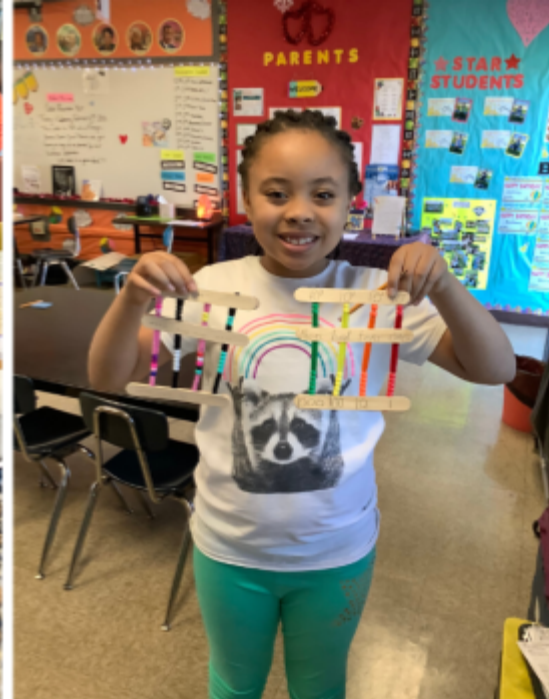
Date: ____ / ____ / ____

Date: ____ / ____ / ____

Requisition No.

P. O. No.

COPY OF ORIGINAL PO MUST BE ATTACHED



MATH ENGAGEMENT + ENRICHMENT

A PROGRAM OF THE VILLAGE METHOD





The Village Method

Math Engagement + After School Holistic Enrichment

Prepared For: *Hayward Unified School District*

Prepared By: *Mark Gaskins*

Date: *May 6, 2021*

OVERVIEW AND GOALS

Dear Dr. Davies:

For over 20 years, the founders of The Village Method (TVM) have been providing after school programming, event management, mentorship and tutoring services throughout the San Francisco Bay Area. Since 2014, we have developed and shared our successful model in partnership with local school districts, consultants, and businesses. The “method” is to combine practice and research-based Afrocentric family engagement with youth development, academic coaching and cultural enrichment programming. Research has shown that many schools have challenges in reaching Black youth and engaging them in coursework and active participation, The intent of this section is to explain how TVM (as your partner and expert) will be able to alleviate the challenges that come with improving the relationship that Black youth have with mathematics and classroom instruction.

During our sessions, we will discover:

- *Each scholars’ academic self-identity*
- *Challenges, barriers and obstacles to academic performance*
- *Ways to explore African ancestry and motivate scholars*
- *Methods to engage family members in site-based and community activities*
- *How to bridge the gap between classroom instruction and youth development*

These are the key things that we will focus on and ensure that Black youth improve in their academic and social engagement levels.

We are excited for the opportunity to work with you again, and we look forward to your success.

Sincerely,

*Mahea Gaskins
Executive Director
The Village Method*

SCOPE OF SERVICES

“*It’s easier to raise strong children than to heal broken men.*”

Academic Support & Holistic Enrichment (A.S.H.E.) Summer Extension

Elementary school is a delicate time for a young scholar and their academic self-esteem is in its crucial stage of development. TVM Scholars are more engaged, enthusiastic, and inquisitive explorers during their academic journey.

- Improved engagement and independent learning
- Increased confidence and participation in classroom instruction
- Greater sense of self-identity and leadership

We accomplish this (and more) by implementing research and practice-based culturally-responsive programming, asset-based youth development and Afrocentric family engagement methodologies in collaboration with the school district. This is embedded in everything that we do and our relationship management model is what we leveraged to build rapport and trust throughout our community.

** Note: Program delivery for Elementary Scholars of HUSD will be 100% distance learning for the Summer 2021; We will provide a combination of access to online learning software, virtual meetings in Zoom, and family engagement. TVM will also include the costs of culinary arts kits, science, and art in the rate per scholar.*

In TVM's *A.S.H.E. Summer Extension* we will provide a comprehensive plan which includes:

- *Specialized **social-emotional and cultural support** for Black youth*
- ***Holistic enrichment programming** twice a week for 3 weeks*
- *Main Curriculum Online Classes - Pre Recorded Lessons*
- *Live Online & Telephone Lesson Support & Family Engagement*
- *Providing students with cultural awareness, **S.T.E.A.M.**, **Culinary Arts**, **Robotics & Drones***
- *Improving self-awareness and **positive academic self-identity** among Black youth*
- ***Math engagement** services during the summer extension; once per week for 24 weeks*

Accountability & Execution Plan

Throughout TVM's *A.S.H.E. + Summer Camp G.R.A.C.E. (Gardening, Robotics, Arts, & Cultural Enrichment)*, we will be providing recommendations, but what good are recommendations if we don't prioritize or execute? Before we proceed with family outreach, virtual *programming*, we will identify mission-critical tasks, assign ownership, and create due dates for the tasks so that they are complete. As we build this out, more ideas, tasks, etc. may come up.

TIMEFRAME

To complete the work outlined in the project scope, we'll need approximately four-six weeks of parent engagement from beginning to end, depending on when we receive feedback at each milestone. Upon signing the proposal, we are prepared to start work immediately.

Phase	
<i>Parent Outreach and Engagement</i>	<i>May-June 2021</i>
<i>TVM ASHE Extension (2 weeks 6 sessions) **</i>	<i>June 21, 22, 23 28, 29, 30*</i>

The TVM Products and Services Proposal ("Proposal"), together with the General Terms and Conditions ("T&Cs") attached hereto as Exhibit "A" (collectively, this "Agreement" or "TVM Agreement"), constitutes a binding agreement between TVM and the "Client" identified above with respect to the TVM Products and Services (as defined in the T&Cs) specified in this Proposal. The T&Cs attached to this Proposal will apply to any Subsequent Proposal that is placed by Client. Each party agrees to be bound by the terms of this Agreement and has caused this Agreement to be signed by its duly authorized representative. The terms of this Proposal or Subsequent Proposal will control in the event of a conflict with the T&Cs.

NOTE:

** Dates subject to change;*

*** Distance Learning Only; Onsite programming will require new proposal/agreement*

YOUR INVESTMENT

Below is our proposal based on the agreed upon scope of work at TVM Member Site
- Hayward Unified School District. This SOW is for virtual programming being
implemented for the Summer 2021.

Core Budget

Description		
<i>Academic Support & Holistic Enrichment (A.S.H.E.) Summer Extension</i>	Up to Six Sessions	\$7,500*
<ul style="list-style-type: none">• <i>Programming is 100% virtual</i>• <i>Serving up to 50 students; Price includes cost of TVM Kits for, Culinary Arts, Drones and Math Exploration</i>		

TERMS

Between “us,” *The Village Method, Inc.*, and “Client,” *Hayward Unified School District*
You, Client, are hiring *The Village Method* located at 33170 Alvarado-Niles Rd., #795 Union City, CA 94587 to perform consulting and coaching services for the estimated total price of \$7,500 as outlined above in our fee schedule.

- TVM will invoice for the full amount of \$7,500 expect payment in full by July 2, 2021
- Parent(s)/Guardian(s) of TVM enrollee signed authorization to release personally identifiable information consistent with Family Educational Rights and Privacy Act (FERPA) compliance (20 U.S.C. § 1232g and 34 CFR Part 99)
- TVM reserves the right to make adjustments to the program to fit the changing needs of the students and parents
- See “Exhibit A” attached to this agreement for additional terms specific to this agreement



WHY US?

When students feel like their culture, values, and family is seen as important to the schools they attend, they are more likely to be more engaged in class and perform better.

- **TVM boosts student self esteem:** In surveys, TVM Scholars said that programming helped them to explore and learn more about their culture & history
- **Families & teachers appreciate TVM:** TVM Scholars received support that made them better prepared and engaged in their classes.

Parents and Students (alike) have requested more engagement and “face-time” learning experiences with live instruction and hands-on opportunities to learn. This is our specialty and central to our distance learning objectives.

- **TVM Increases Parent Involvement:** TVM has created small to large scale events (onsite and virtual) to gather over families, community members and others nationwide. Our most recent virtual event had over 1,000 registrations, 25+ educational experts, and three days of content
- **Parents Feel Connected:** Parents said that being a part of TVM helped them to feel supported by and that it positively impacted their child and the whole family

Exhibit “A”

TVM General Terms and Conditions

These General Terms and Conditions (these “T&Cs”) set forth an agreement by and between TVM , a California nonprofit organization (“TVM ”), and the “Client” identified in the attached Proposal. Client agrees to these T&Cs by entering into the Proposal or a Subsequent Proposal regardless of whether these T&Cs are attached to such Proposal or Subsequent Proposal. These T&Cs shall prevail over any terms and conditions contained in any purchase order or other document submitted by Client and fulfillment of the Proposal or a Subsequent Proposal does not constitute acceptance of any of Client’s terms and conditions and does not modify or amend these T&Cs. If an individual enters into the Proposal or a Subsequent Proposal on behalf of his/her employer, then such individual hereby represents and warrants that he/she has the authority to bind such entity to this Agreement.

Article I. Definitions. Capitalized terms in these T&Cs not defined in the Proposal or a Subsequent Proposal Or elsewhere in these T&Cs shall have the meanings set forth below:

1.1. “TVM Materials” shall mean any materials, in any medium, printed or electronic, provided by TVM (The Village Method) relating to the TVM Products and Services.

1.2. “TVM Member Site” shall mean each Client facility identified in the Proposal or a Subsequent Proposal Where the TVM Products and Services will be implemented.

1.3. “TVM Methodologies” shall mean TVM (The Village Method)’s proprietary methodologies incorporated within the TVM Products and Services.

1.4. “TVM Products and Services” shall mean the descriptions and requirements related to the products and services specified in the Proposal or a Subsequent Proposal, as described on the area of TVM (The Village Method)’s website located at <https://www.thevillagemethod.org>. Such descriptions and requirements may change from time to time at TVM (The Village Method)’s sole discretion without prior notice to Client and are hereby incorporated herein by this reference.

1.5. “Proprietary Information” shall mean confidential or proprietary information pertaining to TVM (The Village Method)’s business, products or services, including without limitation TVM Methodologies, techniques, processes, designs, and research, and the terms of this Agreement.

1.6. “Subsequent Proposal” shall mean an order signed by TVM (The Village Method) and Client to renew a subscription of the TVM Products and Services or any Amendment to a Proposal.

1.7. “Site Data” shall mean data collected from an

TVM Member Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

1.8. “Student Data” shall mean individual student academic and disciplinary data.

Article II. Term.

2.1. Term. The term of this Agreement shall commence on the date specified in the Proposal or Subsequent Proposal and, unless earlier terminated as provided herein, shall continue until the expiration date specified in the Proposal, unless renewed pursuant to a Subsequent Proposal (“Term”).

Article III. Licenses.

3.1. TVM Products and Services.

(a) Subject to all of the terms and conditions of this Agreement, TVM (The Village Method) hereby grants to Client during the Term a limited, non-exclusive, non-transferable license, without the right to sublicense, to (i) use, and permit TVM Member Sites to use (a) the TVM Products and Services corresponding to such TVM Member Sites as specified in the Proposal For a Subsequent Proposal, and (b) the TVM Methodologies solely to implement the TVM Products and Services and for no other purpose, and (ii) reproduce the TVM Materials and distribute and display copies of such TVM Materials to staff and young scholars of TVM Member Sites where such TVM Products and Services are implemented.

(b) This Agreement grants Client only the rights to use the TVM Products and Services and TVM Materials as set forth herein and does not convey or transfer title or ownership of any TVM Products and Services or TVM Materials to Client. All rights not expressly granted herein are reserved by TVM (The Village Method), and no other

licenses are granted herein by implication, estoppel or otherwise.

3.2 Restrictions. Except as permitted in this Agreement, Client shall not, nor permit any third party to, engage in any of the following conduct:

- (a) Provide, sell, sublicense, transfer, or lease any TVM Products and Services or TVM Materials;
- (b) Distribute, broadcast or transmit in any medium whatsoever any TVM Products and Services or TVM Materials, except to TVM Member Sites solely via a password-protected website that is accessible only to staff and young scholars of such TVM Member Site;
- (c) Reproduce any TVM Products and Services or TVM Materials, except for classroom or school use;
- (d) Distribute or transmit through the Internet any TVM Materials or TVM Methodologies to TVM Member Sites, except to a password-protected website that is accessible only to staff and young scholars of such TVM Member Site;
- (e) Enable TVM Member Sites to download electronic versions of any TVM Products and Services or TVM Materials, other than downloads by staff and young scholars of TVM Member Sites who are required to agree prior to downloading (via clicking an "Accept" button or other form of electronic acknowledgement) not to distribute, reproduce, display, or transfer such TVM Products and Services or TVM Materials to anyone other than staff and young scholars of their TVM Member Site;
- (f) Modify or create derivative works of any TVM Products and Services or TVM Materials;
- (g) Use or integrate any TVM Products and Services or TVM Materials with any product or service other than the TVM Products and Services or to develop any other product or service;
- (h) Use any TVM Products and Services or TVM Materials in connection with any time sharing service, service bureau, network or any other services for revenue-generating purposes; or
- (i) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends contained on or in any TVM Products and Services or TVM Materials.

3.3 TVM Trademarks.

- (a) Subject to all of the terms and conditions of this Agreement, TVM (The Village Method) grants to Client during the Term a limited, nonexclusive, non-transferable, indivisible license, without the right to sublicense, to use the "TVM" trademarks, service marks and logos (collectively, "TVM Trademarks") only (i) as they are

incorporated within the TVM Materials; and (ii) on advertising and promotional materials created by Client or TVM Member Sites to promote the TVM Products and Services implemented at such TVM Member Sites.

(b) Client shall at all times use the TVM Trademarks in a professional manner in order to preserve and enhance TVM (The Village Method)'s substantial goodwill associated with the TVM Trademarks.

(c) Client shall not, and shall ensure that TVM Member Sites do not, (i) use any TVM Trademarks as a business name or trade name; (ii) adopt any trademark that is confusingly similar to any TVM Trademarks; (iii) submit any application or otherwise attempt to register for itself or others any TVM Trademarks; (iv) modify or otherwise alter any TVM Trademarks or use any other designs or logos in conjunction with the TVM Trademarks; or (v) use any TVM Trademarks in connection with any product or service other than the TVM Products and Services in accordance with this Agreement.

(d) All use of the TVM Trademarks by Client or an TVM Member Site will include the appropriate trademark symbol and will be in the following form, as appropriate: [TVM Trademark]® or [TVM Trademark]™. All literature and materials printed, distributed or electronically transmitted by Client or an TVM Member Site and containing any TVM Trademarks will include the following notice, as appropriate: "[TVM Trademark] is a [registered] trademark of TVM (The Village Method)."

(e) Use by Client or any TVM Member Site of any TVM Trademarks on any product or other item in order to promote the TVM Products and Services shall be subject to TVM (The Village Method)'s prior written approval. Any such uses of TVM Trademarks approved by TVM (The Village Method) shall be subject to the terms and conditions of this Agreement.

3.4 Ownership. As between the parties, TVM (The Village Method) shall solely own all right, title and interest, except as licensed to Client hereunder, in and to the TVM Products and Services, TVM Trademarks, and TVM Materials, and any and all modifications, enhancements and derivative works thereof, and all intellectual and proprietary rights related thereto ("Intellectual Property Rights"). In addition, TVM (The Village Method) shall

own any and all suggestions, comments and feedback provided by Client concerning improvements or modifications of any TVM Products and Services (collectively, "Feedback") and TVM (The Village Method) shall have the right to use, in any manner and for any purpose whatsoever, any and all Feedback. Client agrees to assign and does hereby irrevocably assign to TVM (The Village Method) all right, title and interest that Client may acquire in and to any and all TVM Products and Services, TVM Trademarks, TVM Materials, and Feedback and all Intellectual Property Rights therein.

3.5 Equitable Relief. Client acknowledges and agrees that TVM (The Village Method) will be irreparably harmed and money damages would be an inadequate remedy in the event of a breach of this Article III. Client therefore agrees that, in the event of such a breach, in addition to all other available remedies, TVM (The Village Method) shall be entitled to equitable relief, including without limitation an order of specific performance and/or temporary, preliminary and permanent injunctive relief.

Article IV. Client's Obligations.

4.1. **Infringement by Third Parties.** Client shall notify TVM (The Village Method) of any infringement of any of TVM (The Village Method)'s Intellectual Property Rights of which Client becomes aware. TVM (The Village Method) shall have the sole right, but not any obligation, to take legal action to enforce such rights and Client agrees to cooperate with TVM (The Village Method) in any such action and provide all information and assistance reasonably requested by TVM (The Village Method) at TVM (The Village Method)'s expense.

4.2. **Compliance with Laws.** Client shall at all times comply with all applicable laws and regulations in its use of the TVM Products and Services.

4.3. **Data Collection.** During the Term, Client shall provide to TVM (The Village Method) via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by TVM (The Village Method). Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). TVM (The Village Method) shall

maintain in confidence all personally identifiable student information or information that is included in Data that it receives from Client. Client may withhold, revise, and/or edit confidential data, such as student names, Social Security Numbers and any other information the disclosure of which would violate state or federal law. TVM (The Village Method) agrees not to use any Data in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

4.4. Proprietary Information.

(a) **Confidentiality.** Client shall hold and maintain all Proprietary Information provided by, or otherwise obtained from, TVM (The Village Method) in strict confidence and not use or disclose such information to any third party other than to its employees and contractors who have a need to know such information, except to the extent necessary to exercise the rights granted, and perform its obligations, under this Agreement. Client will safeguard all Proprietary Information using the same precautions it uses to protect its own confidential information, but shall in no event exercise less than a reasonable degree of care. Client shall ensure compliance of TVM Member Sites with the obligations in this Section 4.4 and shall be responsible for any TVM Member Site's breach of such obligations.

(b) **Exceptions.** The restrictions set forth in Section 4.4(a) shall not apply with respect to information which: (i) is already known by Client at time of disclosure; (ii) becomes, through no act or fault of Client or any TVM Member Site, publicly available; (iii) is rightfully received by Client from a third party on a non-confidential basis; or (iv) is independently developed by Client without reference to any Proprietary Information. Notwithstanding Section 4.4(a), Client may disclose Proprietary Information pursuant to a lawful requirement or request of a governmental entity or agency to the minimum extent required, provided that, to the extent permitted by applicable law, Client first notifies TVM (The Village Method) of such requirement or request and Client cooperates with TVM (The Village Method) in seeking a protective order or contesting such required Disclosure.

Article V. Compensation.

5.1. Invoicing and Payment. TVM (The Village Method) will invoice Client the amount stated in the Proposal or Subsequent Proposal, as the case may be, upon execution of the Proposal or Subsequent Proposal, and Client shall pay to TVM (The Village Method) the full invoiced amount within thirty (30) days following Client's receipt of the invoice.

5.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the TVM Products and Services provided by TVM (The Village Method) or arising out of or in connection with this Agreement. NOTE: TVM is a 501(c)3 nonprofit organization under the EIN: 47-2180493 being tax exempt in the state of California.

5.3. No Right of Offset. Client shall have no right to offset any amount or claim against amounts payable to TVM (The Village Method) hereunder.

Article VI. Representations and Warranties; Warranty Disclaimer.

6.1. Representations and Warranties. Each party represents and warrants to the other party that its execution and delivery of this Agreement, and its performance of this Agreement, (i) are within its power and authority; (ii) do not require any consent or other action by and in respect of or filing with any third party or governmental body or agency; and (iii) do not, and will not, violate or conflict with or constitute a default under any applicable law, regulation, or published interpretive guidance or ruling.

6.2. Warranty Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) TVM (The Village Method) DOES NOT WARRANT THAT THE TVM PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY TVM MEMBER SITE'S REQUIREMENTS AND TVM (THE VILLAGE METHOD) DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR

ANY TVM MEMBER SITE'S USE OR INABILITY TO USE ANY OF THE TVM PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE TVM PRODUCTS AND SERVICES.

Article VII. Limitation of Liability.

7.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

7.2. Maximum Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, TVM (The Village Method) SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID BY CLIENT HEREUNDER AND CLIENT SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER WITH RESPECT TO THE Proposal OR SUBSEQUENT Proposal GIVING RISE TO LIABILITY.

7.3. Exceptions. THE EXCLUSIONS OF DAMAGES AND LIABILITY LIMITATIONS IN SECTIONS 7.1 AND 7.2 SHALL NOT APPLY TO ANY BREACH OF CLIENT'S OBLIGATIONS UNDER ARTICLE III OR SECTION 4.4 OR ANY VIOLATION OR INFRINGEMENT OF TVM (THE VILLAGE METHOD'S) INTELLECTUAL PROPERTY RIGHTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Article VIII. Termination.

8.1. By TVM (The Village Method). TVM (The Village Method) may terminate this Agreement in its entirety or with respect to one or more TVM

Member Sites in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following TVM (The Village Method)'s notice of the breach. In the event Client's breach is not cured, TVM (The Village Method) shall notify Client of its election to terminate this Agreement or, if termination is limited to one or more TVM Member Sites, TVM (The Village Method) shall notify Client of the TVM Member Sites so terminated.

8.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to TVM (The Village Method).

8.3. Effect of Termination. Upon termination or expiration of this Agreement or with respect to termination of one or more TVM Member Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated TVM Member Sites, shall automatically terminate and all rights shall revert to TVM (The Village Method); (b) Client shall immediately discontinue use of the TVM Products and Services and cease using the TVM Materials, TVM Methodologies, and TVM Trademarks in all TVM Member Sites following termination or expiration of this Agreement, or, in the case of termination of one or more TVM Member Sites, in the terminated TVM Member Sites; (c) Client shall pay to TVM (The Village Method) all unpaid amounts that are due and payable hereunder and shall remain liable for its obligations or other actions that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to TVM (The Village Method) all TVM Materials and Proprietary Information (including copies) in its possession or control following termination or expiration of this Agreement.

8.4. Survival. All accrued rights to payment and the parties' respective rights, obligations and duties under Articles I, VI, VII, and VIII and Sections 3.4, 3.5, 4.1, 4.4, and 5.1 shall survive expiration or any termination of this Agreement.

Article IX. General Provisions

9.1. Independent Contractors. The relationship between the parties is that of independent contractors and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9.2. Cumulative Remedies. All rights and remedies

conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

9.3. Governing Law/Venue. This Agreement shall be governed by and interpreted under California law, without regard to its conflict of laws provisions, and, except as provided in Section 9.4, the state and federal courts located within the County of Alameda, California shall have the exclusive jurisdiction over all disputes and causes of action relating to this Agreement.

9.4. Dispute Resolution.

(a) Before initiating any legal action, the parties will endeavor to settle any dispute, controversy or claim arising out of or relating to this Agreement or a party's performance or lack of performance hereunder (a "Dispute") by mediation conducted by Bend Law Group in San Francisco, California. The requesting party may commence mediation by providing to Bend Law Group and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

(b) If the Dispute is not resolved within sixty (60) days following the request for mediation, the Dispute shall be resolved by final and binding arbitration in accordance with the Bend Law Group Streamlined Arbitration Rules & Procedures then in effect (the "Rules"), except as modified by this Agreement. The arbitration will be conducted by one arbitrator approved by both parties; provided, however, if the parties fail to approve the arbitrator within ten (10) days after the written demand for arbitration, then either party to the dispute may request that Bend Law Group select the arbitrator in accordance with the Rules. The final decision of the arbitrator shall include the dollar amount of the award to such party, if any, and the findings of fact and conclusions of law on which it is based shall be furnished to the parties in writing and shall be binding upon the parties.

Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

9.5. Attorneys' Fees. The prevailing party in any legal action or proceeding related to this Agreement shall, in addition to all other remedies, be entitled to an award of its attorneys' fees.

9.6. Force Majeure. Neither party shall be liable for

nonperformance or any delay caused by an event reasonably beyond its control including, but not limited to, wars, acts of terrorism, compliance with laws or regulation (including, without limitation, those related to infringement), fires, floods, earthquakes or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

9.7. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable.

9.8. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one business day following delivery by a nationally recognized overnight courier with tracking capabilities, or three business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the address of the party to be notified set forth in the Proposal or a Subsequent Proposal. Notice of change of address shall be given by written notice in the manner set forth in this Section 9.8.

9.9. Waiver. The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

9.10. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person or entity other than the parties and their respective successors or permitted assigns, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).

9.11. No Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without TVM (The Village Method)'s prior written consent and any purported assignment in the absence of such consent shall be null and void.

9.12. Amendment. No amendment or modification of this Agreement shall be binding, unless it is in writing and signed by both parties.

9.13. Headings; Construction. Headings and captions are for convenience only and are not to be

used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

9.14. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof, and all quotes, communications, understandings and agreements relating to the same subject matter are merged into, and superseded by, this Agreement.

9.15. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

Hayward Unified School District
Creating a Culture of Success



**Independent
Contractor
Agreement**

The Village Method

Math Intervention/Enrichment

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into between the **Hayward Unified School District (DISTRICT)** and **The Village Method, 33170 Alvarado-Niles Blvd. #795, Union City, CA 94587 (CONTRACTOR).**

Recitals

1. DISTRICT is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters with persons specially trained, experienced and competent to perform such services.
2. DISTRICT needs special services and advice as follows:
The Village Method (TVM) will provide a combination of after-school holistic enrichment and during school-day intervention services for Southgate Elementary School scholars, which includes subject matter support in mathematics, family engagement activities, cultural enrichment and celebrations--as well as community outreach--to create a network of sustainable support for long-term African American student achievement.
3. CONTRACTOR is specially trained, experienced and competent to provide such services. THEREFORE, the parties agree as follows:

Terms

1. **Services/Work Product.** CONTRACTOR agrees to provide the following services:
The goals of The Village Method's partnership with Southgate Elementary School is to assist Black/African American students during their academic journey. Additional support services included, but are not limited to the following:
 - Academic support and holistic enrichment programming once a week for 24 weeks
 - Math engagement services once per week for 24 weeks
 - To provide an extra layer of social-emotional and cultural support for students and families
 - Specialized social-emotional and cultural support for Black youth
 - To facilitate family outreach activities such as orientations, check-ins, and connections to greater supports
 - Live Online & Telephone Lesson Support, Family Engagement & Professional Development sessions
 - To develop a personalized focus on student academic achievement
 - Providing students with cultural awareness, S.T.E.A.M., Culinary Arts and Healthy Meals (where guidelines allow)
 - To improve self-awareness and positive self-identity among African American students
 - A schedule of services and outreach sessions to be developed in consultation with school faculty

☒ EXHIBIT 'A' IS ATTACHED

2. **Term.** CONTRACTOR shall provide services for the period October 1, 2020 to June 15, 2021 or until terminated by either party by giving thirty (30) days advance notice in writing to the other party.
3. **Compensation.** DISTRICT shall pay CONTRACTOR a total fee of up to \$30,000 for the term of the contract which includes 48 sessions of intensive student intervention services, homework

support, academic readiness/study skills instruction, consultation with families, and youth development & enrichment at \$500 per session. Family outreach activities such as orientations, check-ins, and off-campus outreach events will be compensated at \$500 per session. All invoices will be based on services rendered and billing will be made monthly. The Hayward Unified School District agrees to pay up to a total of \$30,000 in six (6) payments to The Village Method. Payment will be made within thirty (30) days of invoice delivery at the end of each month.

4. Completeness of Agreement. This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.
5. Status of Contractor. This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Worker's Compensation coverage for CONTRACTOR's employees and for payment of all federal, state and local payroll taxes for and on behalf of CONTRACTOR's employees.
6. Fingerprinting. By execution of this Agreement/Contract, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted
by the California Department of Justice for a criminal records check, unless the DISTRICT determines that the CONTRACTOR and CONTRACTOR's employees will have limited contact with pupils. In making this determination, the DISTRICT will consider the totality of the circumstances, including factors such as the length of time the CONTRACTOR and CONTRACTOR'S employees will be on school grounds, whether pupils will be in proximity with the site where the CONTRACTOR and CONTRACTOR'S employees will be working, and whether the CONTRACTOR and CONTRACTOR'S employees will be alone or with others.

(a) DISTRICT Determination of Fingerprinting Requirement Application

The DISTRICT has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR's employees:

☒ are subject to the fingerprinting requirements of Education Code Sections 45125.1 and/or 45125.2 and Paragraph (b) below, is applicable.

☐ are not subject to the fingerprinting requirements of Education Code Section 45125.1 or 45125.2 and Paragraph (c) below, is applicable.

- (b) If the DISTRICT has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that: (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to the Governing Board of the DISTRICT a list of names of its employees who may come in contact with

students. The CONTRACTOR is required to fulfill these requirements at its own expense.

- (c) Even if the DISTRICT has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR's employees on a school site: (1) CONTRACTOR and CONTRACTOR's employees shall check in with the school office each day immediately upon arriving at the school site; (2) CONTRACTOR and CONTRACTOR's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, CONTRACTOR and CONTRACTOR's employees shall not change locations without contacting the school office; (4) CONTRACTOR and CONTRACTOR's employees shall not use student restroom facilities; and (5) If CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

- 7. Indemnification. CONTRACTOR agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to CONTRACTOR in connection with the performance of this Agreement.
- 8. Insurance. CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the DISTRICT and shall name the DISTRICT as an additional insured. Copies of all policies shall be forwarded within ten (10) days of the signing of this Agreement, but in all instances prior to the start of CONTRACTOR'S work.
- 9. Equipment and Materials. CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement.
- 10. Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits and certificates necessary for the performance of this Agreement.

License Number: N/A and Type: N/A, Issued by N/A.

- 11. Assignment. CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.
- 12. Non-Discrimination. CONTRACTOR shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex, marital status, medical condition or physical handicap.
- 13. Termination. DISTRICT may at any time terminate this Agreement upon written notice to CONTRACTOR. DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination.

In addition, DISTRICT may terminate this Agreement for cause should CONTRACTOR fail to

perform any part of this Agreement. In the event of termination for cause, DISTRICT may secure the required services from another contractor. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

14. Copyright. Any written product produced under this Agreement shall be a work for hire and shall be the property of the DISTRICT. DISTRICT shall have the right to secure a copyright and the product may not be used, in any manner, without DISTRICT's written permission.
15. Waiver. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
16. Attorney's Fees. If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.
17. Governing Law. This Agreement shall be governed by the laws of the State of California.
18. Severability. In the event that any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.
19. Notice. All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT
Hayward Unified School District
Purchasing Department
24411 Amador Street
Hayward, CA 94544

CONTRACTOR
The Village Method
Attn: Mark & Mahea Gaskins
33170 Alvarado-Niles Blvd. #795
Union City, CA 94587

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party may give written notice of a change in address.

Hayward Unified School District

The Village Method, Inc.

Sign
Here:



Sign
Here:



Signed
By:

Dr. Lisa Davies

Signed
By:

Mark Gaskins

Title

Assistant Superintendent

Title

Founding Director

School/Dept.

Educational Services

Date

9/15/2020

Date
Service

Requested by:

Thien Hua, Principal, Southgate Elementary

- **ALL INDEPENDENT CONTRACTOR AGREEMENTS MUST BE SIGNED BY THE SITE ADMINISTRATOR AND THE CONTRACTOR PRIOR TO SUBMISSION FOR DISTRICT APPROVAL.**
- **WORK MUST NOT BEGIN PRIOR TO RECEIVING DISTRICT PURCHASE ORDER.**
- **AN AUTHORIZED HUSD REPRESENTATIVE MUST SIGN ALL INDEPENDENT CONTRACTOR AGREEMENTS.**
- **IN ADDITION, AGREEMENTS OF OVER \$5,000 MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO COMMENCING ANY WORK.**
- **A COMPLETED AND SIGNED W9 MUST ACCOMPANY THE INDEPENDENT CONTRACTOR AGREEMENT**

By:



**Matt Wayne, Ed.D., Superintendent
Authorized HUSD Representative**

09/24/2020

Date

September 23, 2020

HUSD Board Approval Date