



Contract for Services

2019-2020



GENERAL PROVISIONS

1. Contract

This Contract is entered into this **9 day of October 2019** between **Ukiah Unified School District** (hereinafter referred to as "Local Education Agency" or "LEA") and **Collaborative Learning Solutions, LLC** (hereinafter referred to as "CONTRACTOR") for the purpose of providing professional development to **Ukiah Unified School District**.

2. Compliance with Laws, Statutes, Regulations, LEA Policies and Procedures

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR.

3. Term of Contract

The term ("Term") of this CONTRACT shall commence on October 15, 2019 and shall end on June 30, 2020.

4. Contract Dispute Resolution

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Contract, or otherwise relating to this Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Contract. The provision in this section of the Contract shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Contract. For purposes of this section of the Contract, the term "injury" shall include monetary and/or non-monetary injuries.

The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If LEA is the party claiming injury, LEA shall notify CONTRACTOR's senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally.

If any legal action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.



ADMINISTRATION OF CONTRACT

5. Notices

All notices required to be given pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage prepaid.

If mailed or delivered by hand, notice shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the Notice page of the Contract. Notices to CONTRACTOR shall be addressed as indicated on Notice page of this Contract.

6. Severability Clause

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

7. Successors in Interest

This Contract binds CONTRACTOR's successors and assignees.

8. Venue and Governing Law

The laws of the State of California shall govern the terms and conditions of this Contract.

9. Modifications and Amendments Required to Conform to Administrative Guidelines

This Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

10. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold LEA and their Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding, LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or



anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Contract.

COMPENSATION

11. Rates

Annual Site License: LEA shall pay CONTRACTOR \$3,000 per site (1 site X \$3,000) for annual access to the on-line Raising Resiliency! Curriculum for a total amount of **\$3,000.00**.

Contractor shall submit one invoice to LEA upon initiation of work.

Total Contract Amount: **\$3,000.00**

The Contract may be amended in writing if both parties agree to an amendment.

WORK TO BE PERFORMED

12. Services

Services to be rendered to LEA by the CONTRACTOR as described below:

- District Licensing: Access to the Twelve (12) Modules of **Raising Resiliency! Curriculum**:
 - Module 1:** Coach's Toolbox
 - Module 2:** Through Someone Else's Eyes – Responding to physical harm or attempting physical harm
 - Module 3:** In Charge of Our Actions and Behavior - Responding to disruptive behavior
 - Module 4:** The Best Word for the Occasion - Responding to profanity
 - Module 5:** You Matter - Responding to truancy
 - Module 6:** Does My Electronic Device Control Me? - Responding to electronic device violations
 - Module 7:** What's in My Pockets? - Responding to possession of a controlled substance
 - Module 8:** Learning to Trust Again - Responding to stealing or attempting to steal
 - Module 9:** The Impact of Words and Actions - Responding to harassment
 - Module 10:** It's Up to Me - Responding to disruptive behavior
 - Module 11:** Managing my Emotions with Mindfulness – Responding to defiant behavior
 - Module 12:** Code Switching – Responding to disruptive behavior
- Data Services: Teacher access to on-line platform and student accounts.



13. Technology Assurances

1. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records.
2. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: written communication to the LEA via Director of Instructional Technology.
3. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Assurances.
4. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of the Contract.
5. LEA agrees to work with Service Provider to ensure compliance with FERPA.
6. Service Provider shall not use personally identifiable information in pupil records to engage in targeted advertising.

Signature

The parties hereto have executed this Contract by and through their duly authorized agents or representatives.

Ukiah Unified School District

Collaborative Learning Solutions, LLC

A handwritten signature in black ink, appearing to read 'Katerina', written over a horizontal line.

Authorized Signature

Date 10-21-19

A handwritten signature in black ink, appearing to read 'Gail Bingham', written over a horizontal line.

Authorized Signature

Date October 21, 2019



Notices to LEA shall be addressed to:

Katie Sommer
Name
Ukiah Unified School District
LEA
511 S. Orchard Ave
Address
Ukiah CA 95482
City State Zip
707-463-2120
Phone FAX
ksommer@usd.net
Email

Notices to CONTRACTOR shall be addressed to:

Jon Eyler
Name
Collaborative Learning Solutions, LLC
CONTRACTOR
43426 Business Park Drive
Address
Temecula CA 92590
City State Zip
888-267-6096 x801
Phone FAX
jeyle@clsteam.net
Email