

AMENDMENT
to
Independent Contract for Professional Services Agreement
between
Mountain View Whisman School District
and
Savvas Learning Company LLC

This Amendment is made this 1st day of February, 2022 ("Amendment") between Mountain View Whisman School District ("District") and Savvas Learning Company LLC ("Contractor") and when fully executed, will amend the Independent Contract for Professional Services Agreement dated August 12, 2021 ("Agreement") between the parties, as set forth below.

1. The term of the Agreement is extended through June 30, 2023, for the purpose of allowing the District to utilize six (6) remaining unused days of professional development under the Agreement.
2. There will be no additional costs associated with the use of the remaining unused days of professional development during the extended term.
3. Except as modified by this Amendment, the Agreement terms are ratified and affirmed.

ACKNOWLEDGED AND AGREED:

Mountain View Whisman School District

Savvas Learning Company LLC

By: _____

By: Matt Stricker
Matt Stricker (Mar 4, 2022 14:26 CST)

Printed Name: _____

Printed Name: Matt Stricker

Title: _____

Title: VP Operations

Date: _____

Date: 03/04/2022

7/8/2021

Mountain View Whisman School District
Independent Contractor for Professional Services Agreement
(Non-construction Related)

THIS AGREEMENT is made and entered into on 8/12, 20 21 ("Agreement"),
by and between and Mountain View Whisman School District ("District") and Savvas Learning Company LLC
("Contractor"). Contractor 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 Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

As Indicated in Exhibit "A" or as follows:

SLOP trainers will provide district coaches with training and feedback on best practices for helping teachers apply SLOP practices in the classroom. Please see attachment.

2. Price & Payment. The Contractor shall furnish the Services to the District for the following compensation:

Contractor is providing services for a total flat fee of: \$ 70,000; or

Contractor will provide a maximum number of hours of service at a rate of \$ _____ per hour for a total not to exceed \$ _____; or

Other: _____

("Agreement Price"). Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided)

3. Agreement Time. The Services shall commence on September 1, 20 21 and shall be completed by February 1, 20 22. ("Agreement Time")

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

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> W-9 Form
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5. 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 addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

6.

Mountain View Whisman School District
1400 Montecito Ave,
Mountain View, CA 94043
Attn: Chief Business Officer

Contractor: Savvas Learning Company LLC
15 E. Midland Ave., Suite 502
Paramus, NJ 07652
Attn: Legal Department

Mountain View-Whisman Sch Dist

ISBN	Description	Price	Charged Qty	Total Charged
	The SIOP® Model Professional Learning - The SIOP® Model Professional Development Subtotal			\$ 40,000.00
	The SIOP® Model Subtotal			\$ 40,000.00
	Solution Subtotal			\$ 70,000.00
	Shipping and Handling			\$ 0.00
			Total	\$ 70,000.00

7. **Fingerprinting / Criminal Background / Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants 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 these two boxes below must be checked:

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: "Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor'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 Contractor, 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.] Contractor'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 Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor 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: Geoffrey Chang INITIAL HERE: @

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

Providing the District of a copy of TB clearance or statement of TB clearance.

Waiver of TB Screening. Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

INITIAL HERE: MPS (Contractor initials). INITIAL HERE: @ (District Representative initials)

9. **Insurance:** Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified. Contractor will notify the District if the coverage amounts are reduced as soon as reasonably practicable prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured via operation of contract language. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	\$1,000,000

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

INITIAL HERE: MPS (Contractor initials).

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 Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

8. Indemnification. To the furthest extent permitted by California law, Contractor 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"), to the extent arising out of, pertaining to or relating to the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, 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 Contractor in conjunction with this Agreement, except to the extent of the negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor except in the event of a merger, sale or acquisition of all or substantially all of Contractor's assets.

10. Compliance with Laws. Contractor 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. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

11. Permits/Licenses. Contractor and all Contractor'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.

12. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor 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.

13. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor 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.

14. 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 Contractor 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 Contractor agrees to require like compliance by all its subcontractor(s).

15. Workers' Compensation. Contractor 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. Contractor 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.

16. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall 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 Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

17. District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies 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:

Information regarding Contractor:

Indicate type of entity or if individual:



- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: _____

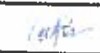

Employer Identification and/or Social Security Number: 84-3531648
 NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed 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.

Dept/Site Budget Program Coding

Program Code(s): 010-0000-0-5830-00-1110-2140-000000-009-0305

Project Approvals Required Prior to Contract Start Date

<u>Requesting Administrator/Authorized Signer:</u>	<u>Contractor:</u>
Mountain View Whisman School District	Contractor Name: <u>Savvas Learning Company LLC</u>
Dated: <u>August 4</u> , 20 <u>21</u>	Dated: <u>08/20/2021</u> , 20 <u> </u>
Signature: 	Signature: 
Print Name: <u>Geoff Chang</u>	Print Name: <u>Matt Stricker</u>
Print Title: <u>Director of Federal, State & Strategic Programs</u>	Print Title: <u>VP Operations</u>

APPROVAL	
Authorized Signer (if not above)	Superintendent/Designee
Dated: <u>August 19, 2021</u> , 20 <u> </u>	Dated: <u>Aug. 20</u> , 20 <u>21</u>
Signature: 	Signature: 
Print Name: <u>Cathy Baur</u>	Print Name: <u>REBECCA WESTOVER</u>
Print Title: <u>Chief Academic Officer</u>	Print Title: <u>CHIEF BUSINESS OFFICER</u>

Board of Trustees Action (District Office Use Only)	
Board of Trustees Meeting Date: <u>8/18/21</u>	For Contract: Review <input checked="" type="checkbox"/> Ratification <input type="checkbox"/>

Mountain View Whisman School District

Board Approved