

Services Agreement Between Acknowledge Alliance and Mountain View Whisman School District

This Services Agreement (the “Agreement”) is entered into by and between Acknowledge Alliance (“**Acknowledge**”), located at 2483 Old Middlefield Way, Suite 201, Mountain View, CA 94043 and the Mountain View Whisman School District (“**MVWSD**”), located at 1400 Montecito Ave., Mountain View, CA 94043, (650) 526-3500, with respect to Acknowledge’s provision of Services to MVWSD personnel and students during the 2023-2024 school year, beginning project work on 08/14/23 and ending on 06/14/24 (the “Term”).

A. Overview

Students and families facing significant and complex challenges – including poverty, trauma and adverse childhood experiences, neighborhood and community violence, exposure to drug and alcohol use/abuse, incarceration, immigration and legal status issues, divorce and blended family issues, high stress, and high academic expectations – and the school staff working with these students and families experience obstacles in the learning environment that impact the ability to focus on learning, teaching, and leading. By fostering healthy relationships, being aware of culturally responsive interventions, promoting the development of resilience, and focusing on the connections between emotions and learning as well as mental health promotion, students are more able to focus on learning, teachers are better able to respond to student needs, and administrators have more tools to be effective leaders. These changes on the individual and school-wide level can then lead to improved academic, social, and emotional outcomes for students, more engaged and resilient school staff, and more vital, healthy, and positive learning communities.

Acknowledge believes that by strengthening the caring capacity of the adults who influence children’s lives, children will develop lifelong resilience and social and emotional wellbeing. Our work is delivered by Resilience Consultants, who are mental health or education professionals, trained in our mental health framework, and members of the Acknowledge staff, who are recruited, trained, and supported to focus on the entire school community through a mental health lens that emphasizes relationships, resilience, strengths, cultural responsiveness, and prevention-focused mental health promotion.

B. Services and Fees

Acknowledge agrees to provide the following services through its Resilience Consultation Program (“RCP”):

School Site Services

Resilience Consultant for Elementary School Staff

A Resilience Consultant will provide one day of service per week for each of MVWSD’s **nine (9) pre-k and elementary school sites**. Most of the service will be performed on site, meeting and interacting with teachers and staff in the following ways:

- Focus on supporting staff (teachers, staff, and administrators) to increase a sense of positive, inclusive school community, with the emphasis on increasing resilience, social emotional wellbeing, culturally responsive interventions, and mental health promotion.
- Coaching support to principal and other administrators focused on supporting resilience in teachers and students.

- Lead or co-lead resilience- or SEL-focused sessions during staff meetings, as coordinated with the principal and/or leadership team on a consistent basis.
- Observe in classrooms to assist teachers in understanding the social and emotional challenges of students and developing a plan to increase teacher and student success.

Fee: \$32,000 per elementary school including preschool

Resilience Consultant for Middle School Staff

A Resilience Consultant will provide one and ½ days of service per week for each of MVWSD’s **two (2) middle school sites**. Most of the service will be performed on site meeting and interacting with teachers and staff in the following ways:

- Focus on supporting staff (teachers, staff, and administrators) to increase a sense of positive, inclusive school community, with the emphasis on increasing resilience, social emotional wellbeing, culturally responsive interventions, and mental health promotion.
- Coaching support to principal and other administrators focused on supporting resilience in teachers and students.
- Lead or co-lead resilience- or SEL-focused sessions during staff meetings, as coordinated with the principal and/or leadership team on a consistent basis.
- Observe in classrooms to assist teachers in understanding the social and emotional challenges of students and developing a plan to increase teacher and student success.

Fee: \$48,000 per middle school

TOTAL FEE FOR SCHOOL SITE SERVICES: \$416,000

MVWSD District Office Services

Leadership Resilience Groups

Acknowledge agrees to facilitate up to four group(s) for principals, assistant principals, and instructional coaches (in person or virtually), focused on building the resilience and knowledge base of social emotional learning as it directly relates to leadership of school communities. The facilitator, a senior Resilience Consultant, will support school leaders by providing:

- Eight 90-minute monthly sessions for up to 8 principals, beginning in the fall.
- Content will be based on input from participants and the facilitator. As needed, the Resilience Consultant will provide related handouts and materials.
- One (1) school site observation and follow-up meeting for participating principals as requested.

Educator / Staff Resilience Groups (*open to all staff across district*)

Acknowledge agrees to facilitate up to five staff groups (in person or virtually), focused on building the resilience and knowledge base of social emotional learning in the classroom. The facilitator, a senior Resilience Consultant, will support participants by providing:

- Eight 90-minute monthly sessions for 8-10 educators and/or staff, beginning in the fall.
- Content will be based on input from participants and the facilitator. As needed, the Resilience Consultant will provide related handouts and materials.
- One (1) classroom observation and follow-up meeting for participating teachers as requested.

Fee: \$5,000 per Resilience Group (Leadership or Educator/Staff); up to \$45,000 total

Resilience Coaching

A Resilience Consultant will be available to meet and interact with district employees on an as-needed basis (in person or virtual). These coaching sessions may include:

- Focus on supporting staff (teachers, staff, and administrators) to increase a sense of positive, inclusive school community, with the emphasis on increasing resilience, social emotional wellbeing, culturally responsive interventions, and mental health promotion.
- Coaching support for district management teams, administrators, or coaches focused on supporting resilience in teachers and students.
- MVWSD employee support unrelated to site specific Resilience Consultation.
- Sessions will be scheduled and coordinated by a senior Acknowledge staff directly with participating MVWSD staff. Each session includes time for pre-planning meetings, materials and other resource development, and post-session follow-up.

Fee: \$375 per Coaching Session, 25 sessions max, up to \$9,375 total

Professional Development Sessions for MVWSD Staff

Acknowledge staff can provide up to eight (8) 45–60-minute sessions through the academic year (in person or virtual) focused on a foundational understanding of trauma and stress cycles. In an effort to mitigate the effects of pandemic induced trauma, these sessions will provide information staff can use to better their own self-regulation and better attend to the emotional needs of their students. These sessions will be offered during district staff development days or during school site staff meetings. For schools with a dedicated Resilience Consultant, leading shorter activities or discussions at school staff meetings are included in school site fees.

Fee: \$750 per session, eight sessions max at individual school site, up to \$6,000 total

TOTAL FEE FOR MVWSD DISTRICT OFFICE SERVICES: up to \$60,375

TOTAL FEE SERVICES (SCHOOL SITE AND DISTRICT OFFICE): up to \$476,375

C. MVWSD Responsibilities

MVWSD agrees to actively participate with Acknowledge's Resilience Consultation Program in the following ways:

1. Allow Resilience Consultant(s) time for a brief introductory session at a staff meeting at the beginning of the year.
2. Provide Acknowledge staff working office space sufficient to provide confidential services and time with teachers and administrators not to conflict with their workday.
3. Support teachers receiving SEL lessons by providing time with the Resilience Consultant to coordinate schedules for delivery of lessons.
4. Participate in program evaluation and data collection; this may involve an independent evaluator's analysis or other evaluation activities for reporting purposes.
5. Ensure the Principal and/or other leadership will meet with the Resilience Consultation Program Director at least two times throughout the year for check-ins, reviewing of services, problem-solving, and planning for the following year.

6. Cite “Acknowledge Alliance” as the provider of relevant services on the school’s website, using its proprietary material.
7. Provide the use of reasonable resources, i.e., telephone, copiers, and computers to facilitate services to students.
8. Understand that Acknowledge is providing consulting and counseling services under a proprietary model with propriety content (the “IP”) and agree to not use the IP or solicit, directly or indirectly, any Acknowledge staff member during the term of this MOU or for a period of one (1) year after its termination.
9. Review and agree to Appendix A – Key Criteria for Partnership.

D. Payment Schedule

The total fee for the services to be rendered under this Agreement are up to \$476,375 depending on the amount of District Office Services requested and delivered. Acknowledge will invoice MVWSD, and MVWSD shall pay Acknowledge, the fees in accordance with the following payment schedule:

1. \$158,790 due on October 20, 2023
2. \$158,790 due on January 12, 2024
3. Balance up to \$158,795 due April 20, 2024

Other Terms

Acknowledge will review and abide by the terms outlined in Appendix B – Additional Terms.

As part of the collaboration contemplated under this Agreement, each party recognizes that it may have access to confidential and proprietary information concerning the other party or its affiliates, personnel, and students, including but not limited to operational plans or strategies, educational plans, materials, or curricula, personnel information, student information, and financial information (collectively, “Confidential Information”). Each party agrees to maintain the confidentiality of such Confidential Information unless disclosure of such information is required by law or pursuant to any applicable law permitting such disclosures.

So long as this Agreement remains in effect and for a period of one (1) year thereafter, MVWSD agrees to refrain from directly or indirectly soliciting, recruiting, or attempting to solicit or recruit, any current employees, consultants, or independent contractors of Acknowledge; *provided, however*, that MVWSD is not prohibited from general solicitations regarding open positions and is not prohibited from communicating with an individual who, without any direct or indirect solicitation or recruiting efforts, makes first contact with MVWSD about an available position. In the event MVWSD terminates the Agreement prior to the end of the Term for any reason other a material breach by Acknowledge of the terms of this Agreement, it agrees to pay to Acknowledge 25% of any contribution share, as described in Section D above, that has not been paid as of the early termination date, provided, however, that such termination is not for Cause. For the purposes of this Agreement, Cause shall be defined as Acknowledge’s personal dishonesty, willful misconduct, intentional failure to perform stated duties, willful violation of any law, rule, or regulation (other than traffic violations or similar offenses), or material breach of any provision of this Agreement.

Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party; however, the parties may agree in writing to a shorter or longer period for

the effectiveness of such termination and Acknowledge reserves the right to recommend a longer transition to a termination date that respects the health of our clients.

The terms of this Agreement shall not be amended in any manner except by written agreement signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such holding will not affect the other provisions of this Agreement, and the offending provision will be enforced to the extent permitted by law to conform as closely as possible to the intent of the parties.

By signing this Agreement, the parties acknowledge they will actively abide by its terms.

FOR Acknowledge Alliance
501(c) 3 Non-profit Tax ID: 77-0393676

FOR MVWSD School District

Sharon Navarro, Date
Executive Director

Tara Vikjord Date
Chief Human Relations Officer

Appendix A Key Criteria for Partnership

Since 1994, Acknowledge Alliance has worked with schools to provide a wide range of support for students and educators. We have learned that the following key criteria are essential for success. Ours is a collaborative relationship and we want to ensure partners understand our philosophy, how we implement program services, and what is expected from partners and schools.

For successful Resilience Consultation and partnering at a school site:

- We are advisors to the school community about how to handle student and/or staff issues. We work collaboratively as a team, taking strategic approaches for both individual and school-wide matters.
- We focus on increasing the pro-social and resilience skills of students and educators.
- We rely on open communication about how and when social emotional issues arise. We collaborate on intervention approaches. At the same time, Resilience sessions are confidential and will not be disclosed to school personnel except when required by law.
- We view acting out behavior as a sign of distress and we can help staff think about consequences that are restorative, not punitive.
- We work collaboratively towards promoting a positive school climate through regular meetings between the Resilience Consultant and the Principal or a member of the administrative team.
- We approach goals and interventions that are made based on the needs of each individual student, teacher, or staff while also taking into account the whole school community.
- We work from a compassionate and strengths-based platform and look for our partner schools to do the same.

Appendix B Additional Terms

The Appendix is part of the Agreement between Acknowledge Alliance (“Acknowledge”), and the Mountain View Whisman School District (“MVWSD”). If there is a conflict between the Agreement and the following terms in the Appendix, the Agreement shall take precedence.

Standard of Care:

- Acknowledge represents that Acknowledge has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of MVWSD. Acknowledge’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. Acknowledge’s Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
- Acknowledge 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 the Agreement.
- Acknowledge shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Acknowledge understands that MVWSD relies upon such professional quality, accuracy, completeness, and coordination by Acknowledge in performing the Services.
- Acknowledge 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. Acknowledge staff who are not licensed shall be supervised by a licensed clinician in accordance with California State law.

Confidentiality:

Both parties and their 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.

COVID-19 Vaccination / Testing:

Acknowledge agrees to the following COVID-19 vaccination/testing requirements with respect to any of Acknowledge’s employees, agents, consultants, subconsultants, or employees of consultants and subconsultants (“Applicable Worker(s)”):

- Before any Applicable Worker enters a MVWSD site to perform the Services, Acknowledge shall verify that any Applicable Worker:
 - Is Fully Vaccinated. “Fully Vaccinated” shall mean that at least fourteen (14) days have elapsed from the final vaccination required for the particular type of COVID-

19 vaccine administered to the Applicable Worker, including any booster, to the extent approved and required by public health guidelines.

- Who has requested and obtained an accommodation from Acknowledge from these vaccination requirements based upon (i) a qualifying medical disability pursuant to the Americans with Disabilities Act (42 U.S.C. § 12101); or (ii) a sincerely held religious belief pursuant to the Civil Rights Act of 1964 (§ 7, 42 U.S.C. § 2000e et seq.), is subject to daily COVID19 testing for each and every day that Applicable Worker will perform Services on a MVWSD site(s), and that any such test demonstrates a negative COVID-19 test.
- Acknowledge shall maintain written documentation reflecting verification of the testing/vaccination requirements herein and shall provide any documents to MVWSD upon reasonable request. Any Acknowledge employee who does not fulfill these requirements will be declared ineligible to provide service on any MVWSD site(s) until they submit the proper documentation.
- Acknowledge's responsibility for the testing/vaccination requirements herein and record keeping extends to all its employees, subcontractors, and employees of subcontractors who work in any capacity on a MVWSD site(s), including but not limited to those who come into contact with MVWSD students and employees, regardless of whether they are designated as employees or acting as independent contractors of the Acknowledge.