



## **Services Agreement Between Acknowledge Alliance and Mountain View 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 School District (“Mountain View”), located at 1400 Montecito Ave., Mountain View, CA 94043, with respect to Acknowledge’s provision of services to Mountain View personnel and students during the 2024-2025 school year, beginning project work on July 1, 2024 and ending on June 30, 2025.

### **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 (“Services”) through its Resilience Consultation Program (“RCP”):

#### **School Site Services**

##### ***Resilience Consultant for Elementary, Middle School, and Preschool Staff - Weekly***

A Resilience Consultant will provide one (1) day of service per week for twelve (12) Mountain View school sites, including elementary, middle, and preschools. 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.
- Coaching for teachers and school staff to increase their knowledge of SEL skills with an emphasis on increasing their sense of efficacy in classroom SEL practices.

- 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 aid teachers in understanding the social and emotional challenges of students and developing a plan to increase teacher and student success.

**WEEKLY SCHOOL CONSULTATION SERVICE FOR 12 SCHOOLS**

**PRICE: \$518,004**

**C. Mountain View’s Responsibilities**

Mountain View agrees to actively participate with Acknowledge’s Resilience Consultation Program in the following ways:

- Allow Resilience Consultant(s) time for a brief introductory session at staff meetings at the beginning of the year.
- Provide Acknowledge staff working office space sufficient to provide confidential services and time with teachers and administrators not to conflict with their workday.
- Participate in program evaluation and data collection; this may involve an independent evaluator’s analysis or other evaluation activities for reporting purposes.
- 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.
- Cite “Acknowledge Alliance” as the provider of relevant services on the school’s website, using its proprietary material.
- Provide the use of reasonable resources, i.e., telephone, copiers, and computers to facilitate services to students.
- 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.
- Review and agree to Appendix A – Key Criteria for Partnership.

**D. Payment Schedule**

The total price for the Services are up to \$518,004 (“Fee”) depending on the amount of District Office Services requested and delivered. Acknowledge will invoice Mountain View, and Mountain View shall pay Acknowledge, the Fee in accordance with the following payment schedule:

1. \$172,668 due on prior to commencement of Services (August 26, 2024)
2. \$172,668 due on November 15, 2024
3. Balance up to \$172,668 due February 15, 2025

The Fee is for Services during the school day on the days that Acknowledge staff are mutually agreed to be on campus. If Mountain View requests Services on days outside of those specified in this Agreement, such as after hours, weekends or extra days, additional fees shall apply.

**E. Other Terms**

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

Acknowledge’s primary mission is to serve the youth and school community. In the unfortunate event of a school crisis, Acknowledge is prepared to provide counseling support, at Mountain View’s



## **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 considering 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 Mountain View School District (“Mountain View”). 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 Mountain View. 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 Mountain View 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.

### ***Indemnification:***

To the furthest extent permitted by California law, Acknowledge shall defend, indemnify, and hold free and harmless Mountain View, 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 arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Acknowledge, 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 Acknowledge in conjunction with this Agreement, unless the claims are caused wholly or partly by the negligence or willful misconduct of the indemnified parties. Mountain View shall have the right to accept or reject any legal representation that Acknowledge proposes to defend the indemnified parties. The limit of Acknowledge’s liability under this Agreement is the amount paid to Acknowledge by Mountain View.

***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.

***Background Checks and Fingerprinting:***

At no cost to Mountain View, all Acknowledge Consultants must have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation before they begin working at Mountain View. Only Acknowledge Consultants whose background checks and fingerprints reveal they have not been arrested or convicted of a serious or violent felony, as defined by the California Penal Code, will be allowed to enter Mountain View.