

## CONSULTANT AGREEMENT

### INTRODUCTION

This Services Agreement (the "Agreement") is made between **El Camino Real Charter High School ("ECRA" or "District")** and **Sage, A Project of Impact Philanthropy Group ("Consultant")**.

### AGREEMENT

ECRA and Consultant Agree as follows:

1. Term. The term of this Agreement begins on 8/14/2023 and continues through 6/7/2024 unless terminated as set forth below.
2. Scope of Representation. Consultant shall furnish services including **Four Full time school based therapists** on-site as requested by District and included in **Addendum A**. Consultant shall also take reasonable steps to keep District informed of significant developments in those matters and to respond to District's inquiries.
3. Limit of Authorization. This agreement constitutes an authorization to perform services on behalf of District for an amount not to exceed \$380,000. Consultant is not authorized to proceed with work that will result in payments in excess of this amount without expressed written approval by the District.
4. Consultant Equipment Use Responsibilities. Consultant shall be responsible for appropriate and proper use of equipment, including access to technology hardware and devices, and programs and communications methods pertaining thereto, including but not limited to site-specific electronic communications, emails, and videoconferencing tools, and other equipment that may be necessary for the adequate performance of consultants' essential job duties and/or reasonable duties assigned.
5. Billing and Payments. Monthly Billings will be sent to the District by Consultant prior to the start of each month. First payment of \$38,000 is due 9/1/23 and the 10th and last payment of \$38,000 is due 6/1/24. The District will submit payment to the Consultant within fifteen (15) business days of receiving the invoice.
6. Direction and Control. Consultant work under this Agreement shall be directed and controlled solely by the District's Authorized Representative, who shall be designated in writing.
7. Termination. This Agreement may be terminated by District or Consultant on reasonable grounds at any time. Upon termination, Consultant shall transfer to District or to its new Service Provider all files, written material, and any documents relating to the Plan except whatever work product is the exclusive property of Consultant such as client files, internal communications among Consultant and staff of a non substantive nature. Consultant will be available to consult

with District or its new Consultant about the Plan in accordance with the terms of this Agreement for a reasonable time following any termination of this Agreement.

8. Prorated Refund(s). Consultant and District agree that the Consultant will provide a prorated refund to the District for any days services are not provided by any therapist per Semester, after expected therapist Start dates each Semester (8/14/23 in Fall 2023 Semester and 1/16/24 in Spring 2024 Semester) and ending on the last official day of each Semester (12/22/23 in Fall 2023 and 06/07/24 in Spring 2024).

**Prorated refund amounts will be based on the following:**

- a.  $\$190,000 \text{ divided by } 4 \text{ (number of therapists)} = \$47,500$  total pay for each therapist per Semester
- b.  $\$47,500 \text{ divided by the number of days (85) in the FALL 2023 Semester} =$  Prorated daily pay per therapist during FALL Semester.
- c.  $\$47,500 \text{ divided by the number of days (95) in the SPRING 2024 Semester} =$  Prorated daily pay per therapist during SPRING Semester.
- d. Multiply total number of days per therapist wherein services were not provided during either the Fall Semester and/or Spring Semester, then total up aggregate refund amount and send invoice/refund request.
- e. Payment of prorated refund shall be made by Consultant to ECRA, if applicable, per Semester, within 15 calendar days from the date prorated refund request is made and/or invoice is received by Consultant.
- f. Sage agrees to refund the District for any days therapists miss after their allotted 5 PTO days per academic year.

9. Consultant's Employees. No employee of Consultant shall by virtue of this Agreement acquire any rights or status in District services. Consultant shall be solely responsible for payment of Consultant's employees, including all fringe benefits. Consultant warrants and guarantees that all employees assigned by Consultant to work with the District under this Agreement shall hold all appropriate licenses and credentials which shall be in good standing. Consultant shall indemnify and hold and save District harmless from any and all claims by any person claiming employment status with the District based upon work performed under this Agreement.

10. Student Privacy. Consultant is familiar with, and agrees to abide by, all applicable federal, state, and local rules and regulations, governing student data and privacy, including but not limited to federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g), and

Chapter 6.5 of Part 27 of Division 4 of Title 2 of the Education Code (commencing with section 49060.)

- a. Consultant will provide training, as applicable, to employees responsible for implementing the terms of this Agreement to ensure the security and confidentiality of pupil records.
  - b. Consultant will maintain all pupil records in a secure environment and not copy or reproduce such records except as necessary to fulfill its obligations under this Agreement.
  - c. To ensure the security and confidentiality of pupil records, access to data and systems is restricted to authorized employees of Consultant.
  - d. All student data, which qualifies as a student record, is the property of and under the control of the District.
  - e. The use of any information by Consultant in the pupil record for any purpose other than those required or specifically permitted by this Agreement is prohibited.
  - f. In the event of any unauthorized disclosure of the pupil's records by Consultant, Consultant must immediately notify the District of the nature, scope and severity of the unauthorized disclosure.
  - g. Consultant certifies that pupil records will not be retained by Consultant, or to any third party, upon the completion of the terms of this Agreement. Consultant will destroy all personally identifiable data obtained under this Agreement when it is no longer needed for the purpose for which it was obtained, or transfer such data to the District or District's designee, according to a schedule and procedure provided by the District.
  - h. Consultant is prohibited from using personally identifiable information in pupil records to engage in targeted advertising.
11. Entire Agreement. Modification. This Agreement contains the entire agreement between Consultant and District relating to the scope of services described above and in Addendum A. The Agreement may be modified or amended only by a written modification to this Agreement executed by Consultant and by District upon agreement of both parties.
12. Compliance With Discrimination Laws. Consultant will comply with Title VII of the Civil Right Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, national origin, sexual orientation, age, religion, Vietnam era veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
13. Conflicting Positions. No officer, member, or employee of District and no member of its governing bodies shall have any pecuniary interest, direct or indirect, in this Agreement or in any amounts paid under this Agreement. No principal of Consultant or any of Consultant's employees shall serve on a School board, committee or other position which by rule, practice or

action nominates or recommends Consultant to represent District, supervises such Consultant's representation of District, or authorizes funding to District's Consultant.

14. Indemnity. Consultant shall indemnify and hold and save District harmless from any and all claims arising from Consultant's negligent performance under this Agreement, including but not limited to third-party claims for injury to persons or property damage, to the extent of Consultant's negligence or intentional failure to perform such services in accordance with the standard of care applicable to Consultant. District shall have the right to counsel of its choice.

15. General Liability Insurance. During the term of this Agreement, Consultant shall maintain comprehensive general liability coverage with aggregate limits in an amount not less than \$2 million, and automobile coverage with combined single limits in an amount not less than \$1 million. Consultant's coverage shall be primary to any insurance maintained by District. Unless the policy is simultaneously replaced with a new policy providing the same coverage, Consultant shall immediately forward to the District any notice of the cancellation or non-renewal of any such coverages, or any other policy changes that materially affect coverage.

16. Workers' Compensation Insurance. During the term of this Agreement, Consultant also shall maintain workers' compensation insurance. At District's request, Consultant shall provide District a certificate evidencing this insurance. Consultant's workers' compensation insurance shall be primary to any insurance maintained by District. Unless the policy is simultaneously replaced with a new policy providing the same coverage, Consultant shall immediately forward to School any notice of the cancellation or non-renewal of Consultant's workers' compensation coverage, or any other policy changes that materially affect such coverage.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

**El Camino Real Charter High School**

By \_\_\_\_\_

Dated: \_\_\_\_\_

**David Hussey, Executive Director**

**Sage, A Project of Impact Philanthropy Group**

By \_\_\_\_\_

Dated: \_\_\_\_\_

**Elizabeth Schoeben, Executive Director**

**Addendum A on the next page...**

## **Addendum A**

### **Consultant Points of Contact**

The Sage Therapist will be the main point of contact for day to day operations. The Therapist is overseen by Liz Schoeben and Kathi Colli. All contract, payment, and non service related questions, or should an issue remain unresolved, should be directed at Liz Schoeben (phone 650-799-5266).

### **Therapist Scope of Work**

Sage therapists are registered with the Board of Behavioral Sciences, which includes a LiveScan background check, and maintain ethical boundaries per the California Association of Marriage and Family Therapists and are therefore subject to all mandated reporting laws. Therapists may not provide services to students, families, or staff who may pose a conflict of interest. Students who are unable to receive services due to caseload and/or boundary constraints will be provided referrals to community providers.

### **Description of Suite of Services**

Sage Therapists will provide the following suite of services as requested by the District, all within the therapist's regularly scheduled day of work:

- **For Students**

- Proactive Mental Health Education
- Ongoing Counseling - Individual, Family, and Group
- Crisis Intervention and Treatment
- Referral to community partner for treatment, if required or requested

- **For Staff**

- Staff Consultation
- Staff Training

- **For Parents & Community**

- Parent Consultation
- Parent Workshops

Sage therapists receive weekly one hour of onsite individual clinical supervision/consultation. In addition, therapists attend two hours of virtual group training provided by Sage. Ongoing supervision and training is mandatory for all staff in order to maintain their credentials. A schedule of these meetings will be provided to the school staff.

## **Evidence of Completion of Annual Mandatory Compliance Training (California)**

Sage therapists will provide evidence to ECRA of having completed mandatory annual training modules provided by Consultant **by no later than September 15th, 2023** Core mandatory annual compliance training modules will be those employers are required to provide to their employees in the State of California.

### **For informational purposes, ECRA requires the following of its own employees:**

- Mandated Reporter: Child Abuse and Neglect
- Sexual Harassment: Policy and Prevention (AB1825) for Supervisors  
Or...
- Sexual Harassment Prevention for non-Supervisors
- Youth Suicide: Awareness, Prevention and Postvention
- Making Schools Safe and Inclusive for LGBTQ+ Students
- Childhood Sexual Assault Prevention
- Bloodborne Pathogen Exposure Prevention

## **Mandatory COVID Vaccine Evidence and Weekly COVID-19 PCR Testing Requirements**

Sage therapists will provide evidence of the following in order to be permitted on campus and/or to participate in the provision of services both direct and/or indirect to ECRA students and staff:

- Evidence of COVID-19 vaccination
- Evidence of TB clearance
- Evidence of "Live Scan" fingerprint/background clearance

Sage will provide the District with proof of TB clearance, updated vaccinations and registration with the Board of Behavioral Sciences.

## **Office Space and Work Amenities**

ECR will provide Sage Therapist with a designated private office space that will remain the same for the school year barring any unforeseen circumstances. Office space will include a locking file cabinet, private phone, a computer, and a printer. IT support will be provided as necessary.