



Sonja Biggs Educational Services, Inc.

SONJA BIGGS EDUCATIONAL SERVICES, INC. AGREEMENT FOR EDUCATIONAL SERVICES

The following is an Agreement by and between Navigator Charter Schools (“Facility”) and Sonja Biggs Educational Services, Inc. (“Company”), (each a “party” or together “parties”), executed and entered into as of the last date when both parties have executed the Agreement. This Agreement is intended to be a stand-alone agreement, however if there are any other agreements between the parties, this Agreement amends and supersedes any other agreement between the parties including but not limited to a “Master Contract”.

RECITALS

DISTRICT CONTRACT/AMENDMENT

NOW THEREFORE, pursuant to the following terms and conditions the Facility and Company hereby agree as follows:

- A. **TERM.** The term of this Agreement (the “Term”) shall commence on the date when both parties have signed the contract and end on July 31, 2025, unless the work is completed, or the Agreement is terminated sooner.
- B. **SERVICES. Services will not commence until both parties have signed this Agreement.** Company shall perform in a competent and professional manner, the services described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively, the “Services”).
- C. **PRICING.** Refer to **Exhibit A**.
- D. **COMPENSATION.** In exchange for the performance of the Services at the rates specified on **Exhibit A**, Facility agrees to pay Company upon receipt of an itemized billing by Company. Billing will be sent to: _____. Facility will be billed on a bi-weekly basis with all amounts payable thirty (30) days after the Company submits invoices. For purposes of this Agreement, “payment” shall mean the act of depositing checks in the United States Postal Service mail for delivery to the Company. The Facility agrees that if any fees or costs billed to the district are not paid within thirty (30) days of the invoice date, Company may immediately terminate its services to Facility. In addition, a monthly interest late fee of 1.5% of the previous month's outstanding bill will be added to the next month's billing statement for every month the invoice is late, if the outstanding bill has not been paid within 30 days.

Checks should be made payable to: **Sonja Biggs Educational Services, Inc.**

Mail to:

First Foundation Bank
323 20th Street
Oakland, CA 94612

- E. **INDEPENDENT CONTRACTOR STATUS.** It is understood that Company is not a nonpublic agency (NPA) or nonpublic school (NPS) as defined by the California Education Code. It is also understood that company is an independent contractor, is responsible for



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accomplishing the results required herein, and Facility shall not be liable to Company for any payments, benefits, loss, costs, expenses, or injury or damages to Company’s person or property, except Facility’s liability to Company for his compensation for services performed herein. Company shall not be entitled to receive any benefits normally provided to Facility’s employees, including health insurance benefits, paid vacation, or any other employee benefits. Facility shall not be responsible for withholding income or other taxes from payments made to Company. Company shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Company pursuant to this Agreement. Company states and affirms that it is acting as a free agent and independent Company, and that this Agreement is not exclusive. Company may enter any other contracts with other entities as Company sees fit.

- F. **COMPLIANCE WITH LAWS.** Company shall comply with all federal, state and local laws and ordinances governing the operation of this Agreement. Without limiting the generality of the foregoing, Company shall comply with any applicable fingerprinting and TB clearance requirements of the California Education Code and shall provide certifications satisfactory to the Facility, in substantially the form attached hereto as **Exhibit B**.
- G. **CONFIDENTIALITY.** Company agrees to hold confidential information obtained from the Facility, including any student or personnel information, whether obtained through observations, documentation or otherwise, in strict confidence and shall not without prior permission of the Facility disclose to anyone any such confidential information. Company will protect such information and treat it as strictly confidential.
- H. **INDEMNIFICATION.** Each party (“Indemnifying Party”) agrees to indemnify and hold the other (“Indemnified Party”) and its board members or directors, as applicable, and its officers, employees and agents, harmless with respect to any and all claims, losses, damages, liabilities, judgments, expenses and costs, including reasonable attorney’s fees, arising out of this Agreement or the Services and incurred by the Indemnified Party to the extent proximately caused by any action or omission of the Indemnifying Party. The parties agree to promptly notify each other upon receipt of any claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph shall survive indefinitely the expiration or termination of this Agreement.
- I. **INSURANCE.** The Company will maintain and furnish evidence upon request proof of the following insurance:

Insurance Type	Each Claim	Aggregate
Professional Liability	\$3,000,000	\$3,000,000
General Liability	\$3,000,000	\$3,000,000
Auto	\$1,000,000	\$3,000,000
Sexual Abuse and Molestation Liability	\$1,000,000	\$1,000,000



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- J. **ATTORNEYS FEES.** In the event of any claim, dispute, or legal proceeding arising out of or relating to this Agreement, the party prevailing in such dispute shall be entitled to recover, and the other party shall pay, all reasonable fees, costs and expenses incurred in connection therewith.
- K. **NOTICE.** Unless otherwise specified in this Agreement or agreed to in writing by the Parties, notices and any other information required or contemplated under this Agreement may be given by first-class U.S. mail, express delivery service, or email at the addresses indicated on the signature page.
- L. **GOVERNING LAW; VENUE.** This Contract shall be construed and interpreted pursuant to the laws of the State of California, without regard to any conflict of laws principles. Jurisdiction and venue shall be in Santa Clara County, wherein this Contract shall be deemed to have been executed and Services of the Personnel performed. Any attempt to remove venue to another jurisdiction, unless mutually agreed in writing, shall constitute a material breach of this Agreement.
- M. **ARBITRATION.** District and Company agree that in the case of any dispute between them relating to Services performed by Personnel at any time, or relating to the terms and conditions of this Agreement, shall be submitted to binding arbitration pursuant to the Federal Arbitration Act. The arbitration shall be conducted by and pursuant to the rules of Judicial Arbitration and Mediation Services (“JAMS”) in effect at the time of the initiation of the arbitration and the decision of the Arbitrator shall be binding on the Parties. Each party shall bear their own costs at arbitration, but the Parties agree that the arbitrator shall have the authority to award the costs of arbitration, including reasonable attorney’s fees, to the prevailing party. This arbitration provision does not modify any other provision of this Agreement requiring indemnification. The written decision of the Arbitrator shall be final and binding. This agreement to arbitrate shall be deemed to be a self-executing arbitration agreement. Any dispute concerning the interpretation or the enforceability of this arbitration provision, including, without limitation, its revocability or voidability for any cause, any challenges to the enforcement or the validity of the Agreement, or the arbitration provision, or the scope of arbitrable issues under this provision, and any defense relating to the enforcement of this provision, including, without limitation, waiver, estoppel, or laches, shall be decided by an arbitrator in accordance with this section and not by a court of law. The venue of the arbitration shall be in Santa Clara County. This agreement to arbitrate does not apply to disputes or claims that are expressly excluded by statute, state law, or applicable court decision from being resolved by mandatory arbitration. However, consistent with applicable law, the Parties specifically acknowledge that they understand and do hereby expressly agree that this agreement to arbitrate shall constitute a waiver of any participation in any class action, collective action, or representative action proceeding of any claim that is subject to arbitration. The Party seeking arbitration under this provision, shall send a written demand for arbitration to the other Party within the applicable statute of limitations period if the matter had been brought in a court of law. If the demand for



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arbitration is not submitted in accordance with the aforementioned time limitation, the initiating party will not be able to raise the claim in arbitration or any other forum.

- N. **WAIVER.** Waiver of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by either party of any breach or default shall not constitute a waiver of any other provision or of any subsequent breach or violation of any provision of this Agreement. Acceptance by Facility of any Services shall not constitute a waiver of any of the provisions of this Agreement or of any indemnification or insurance obligation of Company.
- O. **AUTHORITY TO EXECUTE.** The person executing this Agreement on behalf of Company represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Company to the performance of its obligations hereunder.
- P. **COMPANY PERSONNEL.** The facility agrees to provide meal and rest breaks, as well as lactation breaks for applicable employees of the Company in accordance with California state and local laws. The facility also agrees to allow Company employees leave for applicable protected leaves of absence, including disability, pregnancy disability, FMLA, CFRA, NPLA, sick leave, and miscellaneous leaves as protected by federal, state, and local laws. The Company will strive to provide the Facility with a qualified substitute during protected leaves, but due to the nature of work, this may not always be possible. In the event a qualified substitute is not provided, the Company will prorate the invoice to reflect time not served. If an employee of the Company requires “reasonable accommodation” to fulfill their role, the Facility will collaborate with the Company to ensure that reasonable accommodation is provided. The Facility agrees to not unlawfully discriminate against Company personnel. The Facility also agrees to ensure workplace safety, in accordance with OSHA, CalOSHA, federal, state, and local laws.
- Q. **RESTRICTIONS AND REQUIREMENTS.** 1) Facility shall provide orientation for personnel wherein general policies and procedures of the Facility related to the rendering of services in the facilities will be explained. 2) The Company and its employees and contractors will not act as IEP case managers for any student. 3) All Company personnel that work with a student will be invited to and attend the student's IEP. In addition, a complete and full copy of the IEP for each student shall be provided to the Company within five days after execution of this agreement. 4) The Facility shall provide Interpreter services if the parents of the student speak a language other than English. These Interpreter services will be provided at all IEP's and when requested by the Parents or the Company to assist in evaluations or parent communication in general. If the Facility fails to provide an Interpreter at an IEP or when requested, the Company may provide its own Interpreter which will be billed to the Facility at the rates specified in Exhibit A. 5) For Services provided requiring American Printing House for the Blind (“APH”) support, Facility shall identify person(s) in charge of APH and outline the process for purchasing APH items no later than two (2) weeks following the start of services. If APH items are not confirmed as ordered for the student within two (2) weeks of the IEP then the Company will purchase the items and invoice the Facility for reimbursement. Time spent on these activities will be billed to the Facility at the TVI hourly rate specified in Exhibit A. 6) Facility shall identify person(s) in charge of low incidence disabilities (“Low



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Incidence”) and outline the process for purchasing Low Incidence items no later than 2 weeks following the start of services. If Low Incidence items are not confirmed as ordered for the student within two (2) weeks of the IEP then the Company will purchase the items and invoice the Facility for reimbursement. Time spent on these activities will be billed to the Facility at the TVI hourly rate at the rates specified in Exhibit A.

- R. **MATERIAL PREPARATION.** Facility shall identify and provide all curriculum, including textbooks, online curriculum, digital and paper materials, no later than two (2) weeks following the start of services or within three (3) days any time new curriculum, assignments or reading materials are assigned. If curriculum is not provided within two (2) weeks following the start of services then the Company will purchase and provide accessible curriculum. Time spent on these activities will be billed to the Facility at the TVI hourly rate at the rates specified in Exhibit A. Due to the complexity, time and resources needed to transcribe textbooks, cancellations of textbook transcription requests will result in a 50% fee of the total estimated cost.
- S. **TERMINATION.** This contract may be terminated upon thirty (30) days prior written notice sent to the addresses of the other parties specified on the signature page of this contract.
- T. **CANCELLATIONS.** Cancellations for scheduled services made less than 24 hours before the start of the scheduled service will result in the full service charge.
- U. **SEVERABILITY.** In case 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 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.
- V. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes any and all prior agreements, discussions, or understandings, whether written, oral or implied, with respect to the subject matter of this Agreement. This Agreement may not be modified or amended without the prior written consent of each party.



Sonja Biggs Educational Services, Inc.

IN WITNESS WHEREOF, the parties hereto have subscribed their names to this Agreement on the dates set forth below.

Sonja Biggs Educational Services, Inc.

Navigator Charter Schools

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notice:

7483 Dornoch Court
Gilroy, California 95020
Attn: Lindy Culler, COO
Phone: 408-455-6559
Email: lindy.culler@sbesinc.com

650 San Benito St,
Hollister, CA 95023
Attn: _____
Phone: _____
Email: _____

Information Concerning Company:

State of incorporation or formation: California
Type of Business Entity:
Company Phone: 408-455-6559

License #: 14240
Corporation TIN 47-5227770



Sonja Biggs Educational Services, Inc.

EXHIBIT A

**TO AGREEMENT FOR EDUCATIONAL SERVICES WITH
Sonja Biggs Educational Services, Inc., dated as indicated in the term of this Agreement defined in
Recital A.**

SERVICES

I. Company will perform the following Services:

Service	24-25 Rate	Discount Rate	Significantly Discounted Rate	Per
Teachers of the Blind & Impaired	\$241.00	\$234.00	\$199.00	Hour
Orientation & Mobility Specialist	\$241.00	\$234.00	—	Hour
TVI Cost of Travel (additional to hourly rates apply)	\$4,500.00	\$4,000.00	—	Trip
TVI Assistant	\$159.00	\$154.44	\$130.90	Hour
TVI Assistant Mileage	\$0.67	—		Mile
Interpreter (Any Language) 2-Hour Minimum per session	\$150.00	\$145.37	—	Hour
Large Print, Tactile, Braille	\$80.00	\$77.34	—	Hour
Teacher Mentoring	\$241.00	\$234.00	—	Hour
Accessibility Consulting	\$241.00	\$234.00	—	Hour
ASL Interpreter 2-Hour Minimum per session	\$150.00	\$145.37	—	Hour

II. During performance of the Services, Company will keep the Facility apprised of the status of performance by delivering service logs attached to each invoice.

III. Services include:

- a. Direct services
- b. Indirect services (including lesson planning and documentation)
- c. Consult with student, family, and IEP team
- d. Assessment services (includes intake, annual, and tri-annual)
- e. IEPs
- f. Team meetings
- g. Drive time
- h. Transcription or large print coordination
- i. Coordination of LI requests
- j. Managing APH Federal Quota Funds
- k. Administration or documentation of services



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- IV. Mileage rate is based on the current mileage rate published by the IRS which is subject to change on a yearly basis and occasionally more frequently. The rate charged will be updated to reflect any changes to the IRS mileage rate. www.irs.gov



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EXHIBIT B

**TO AGREEMENT FOR EDUCATIONAL SERVICES WITH
Sonja Biggs Educational Services, Inc., dated as indicated in the term of this Agreement defined in
Recital A.**

CERTIFICATIONS

See Attached, the following:

- ✓ Fingerprinting/Criminal Background Certification.
- ✓ Tuberculosis Clearance.
- ✓ List of personnel.

FINGERPRINTING/CRIMINAL BACKGROUND CERTIFICATION

(NOTE: This Certification is required in connection with all agreement for services and public work contracts that might allow persons other than Facility staff to come into contact with Facility students)

The undersigned does hereby certify to the governing board of the Facility that I am a duly authorized representative of the Company under the Agreement for Services (“Agreement”) to which this Certification is attached. I further certify as follows:

The Company has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Company's employees and all of its sub-Companies’ employees who may have contact with Facility pupils in the course of providing services pursuant to the Contract, 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 Company's employees and of all of its sub-Companies’ employees who may come in contact with Facility pupils during the course and scope of the Contract is attached hereto.

Name: _____

Title: _____

Date: _____

Legal Name of Company: Sonja Biggs Educational Services, Inc.

Signature: _____



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TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the Board of the Facility as follows:

1. I am a representative of the Company currently entering into this Agreement with the Facility and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Company. Company's responsibility for tuberculosis clearance extends to all of its employees, sub-Companies, and employees of sub-Companies coming into physical contact with Facility pupils regardless of whether they are designated as employees or acting as independent contractors of the Company.

2. The following item applies to the Services that are the subject of the Agreement:
 - The Company ensures that each person providing any portion of the Services has submitted to an examination by a physician or surgeon, within 60 days of Board approval of the contract, or if previous contractor to the Facility, within the last four years, and each such person is free of active tuberculosis.
 - If there is however a positive result, chest x-ray verification is required.
 - Upon the Facility's request, a complete and accurate list of Company's employees and of all of its sub-Company's employees, who may come into physical contact with Facility pupils in connection with the Agreement, will be furnished and the date of each person's examination will be included.
 - The Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any Facility property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with Facility pupils.

By signing below on behalf of Company, I certify that I am an authorized signatory and that the information provided herein is true and accurate. I further certify that during the Term of this Agreement, if I learn of additional information which differs from the responses provided above, or if I engage an additional employee/agent/volunteer/subcontractor or representative to provide Work or Services under the Agreement, I shall forward this additional information to the Facility immediately.

Name: _____

Title: _____

Date: _____

Legal Name of Company: Sonja Biggs Educational Services, Inc.

Signature: _____



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List of Personnel

The following employees and or subcontractors will be fulfilling the services under this agreement:

Name	Title	Email
Sarah Chatfield	CEO/TVI	sarah.chatfield@sbesinc.com
Nick Leon	TVI/COMS	nick.leon@sbesinc.com
Britt Reel	TVI/COMS	britt.reel@sbesinc.com
Amie Hankins	TVI	amie.hankins@sbesinc.com
Brittany Jumper	TVI	brittany.jumper@sbesinc.com
Heather Willoughby	TVI	heather.willoughby@sbesinc.com
Whitney Russell	TVI	whitney.russell@sbesinc.com
Alexandra Bradstreet	TVI	alexandra.bradstreet@sbesinc.com
Danielle Messett	TVI	danielle.messett@sbesinc.com
Colleen Havey	TVI	colleen.havey@sbesinc.com
Genie Velasquez	TVI	genie.velasquez@sbesinc.com