



SANTA ROSA CITY SCHOOLS SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Parallel Learning., hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

[X] Independent Contractor/Business/Organization\* [ ] Professional Services\*\* [ ] Partnership\*\*\*

- \* Any person, business, or organization that will be providing non-professional services to the District
\*\* Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.
\*\*\* Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

SLP \$35K: 01-6500-0-5001-3150-5800/5100-298-5198

Funding Source:

Funding Category: [ ] Base [ ] Supplemental [ ] Concentration [X] Restricted: [ ] Other:

For Billing (if applicable): [ ] Bill to: Billing frequency:

Contract is: [X] New [ ] Renewal [ ] Addendum [ ] Amendment

Number of Individuals Served: 20 preschool age students and 30 school age students.

Approved at Site by\*: Date: \* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: Date: \*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Steve Mizera, Ex. Director, Special Services Phone #: 707-890-3825 Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 2-23-2023 Proposed Contract End Date: 6/30/23

Requisition #: R23-03475

BUSINESS SERVICES USE ONLY

Verified Receipt of: [ ] Insurance(s) [ ] W-9 Form [ ] HR Clearance, if applicable Funding Source /Funding Category verified: [ ] YES [ ] NO Board Approval Date:

Verified by: Date: Fiscal Services Authorizer LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- Provide referrals and educational records for Educationally Related Mental Health Services (ERMHS) and speech-language assessments and services that are appropriate for online teletherapy.
- Identify district liaison to coordinate and oversee the relationship between SRCS and Parallel.
- Identify lead site-based staff to coordinate referrals and manage student attendance.
- Ensure that adequate space and technology are available.
- Client shall provide Parallel and its Parallel Providers with access to all Client personnel and medical information reasonably necessary to enable Parallel and its Parallel Providers to provide Services.
  
- Create the accounts and logistics necessary for the Contractor staff to record their historical meeting, note client clinical notes, in the documentation or billing system designated by the District.
  
- Respond for payment within the time outlined in the agreement

(b) CONTRACTOR's Responsibilities and Duties:

- Parallel will provide Services through a testing team of clinical care providers, including school psychologists, speech-language pathologists, licensed clinical social workers, and care coordinators who are qualified to furnish the Services
- Provide staff that A. meet the screening and background requirements outlined in section 13, and B. meet the State of California Credential or License requirements as appropriate to the service.
- Dedicated Account Manager and Clinical Supervisor who will oversee program rollout, serve as a point of contact for district and school leads, and provide ongoing check-ins on status of the program.
- Site and district level launch training(s) for district and school leads describing Parallel services and best practices for program logistics
- Provide ERMHS, if required interagency mental health consultation, and speech-language assessment and services
- IEP & Goal Collaboration:
  - Provide assessment results and reports
  - Determine eligibility for speech and language services
  - Recommend services and goals
  - IEP review & implementation
  - Integration of IEP goals & treatment plan
  - Attendance at IEP meetings
  - Drafting IEPs in using Special Education Information System (SEIS) (e.g., present levels and goals)
- Ongoing Reporting and Documentation:
  - Attendance Logs
  - Goal-writing and updating
  - Progress reporting
  - Detailed Session Notes (SOAP Format)
  - Bill for services using Paradigm Healthcare
  - Reporting any student absences to the district liaison



2. Term. CONTRACTOR shall commence providing services under this CONTRACT on February, 23, 2022, and will continue through June 30th, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed thirty-five thousand dollars (\$35,000) DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Parallel will provide invoices to Client within five calendar days of the last day of each month of the Term in a manner as agreed by the Parties (“Invoices” and each, an “Invoice”). Each Invoice will include: (i) an accounting of evaluations and support services provided during the period of the Term covered by the Invoice, as set forth in Exhibit A of the MSA; (ii) the amount due for Services rendered during the period of the Term covered by the Invoice, as set forth in Exhibit A of the MSA; and (iii) the total remaining Minimum Annual Compensation (as defined in Exhibit A of the MSA). Company will pay all amounts due within fifteen days of the date of the applicable invoice. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is greater, determined and compounded daily from the date due until the date paid. Company agrees that it will reimburse Parallel and/or MSO for any costs or expenses (including, but not limited to, reasonable attorneys’ fees) incurred by such Party to collect any amount that is not paid when due.

4. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

Services will be provided in alignment with the Contractor provisions outlined below.

- The Contractor will provide appropriately trained clinicians to fill the needs of vacant service provider positions.
- Contractor will have assigned staff to the appointments or schedule as mutually developed between the Vendor and Contractor.
- The Contractor will document any absences for students assigned and coordinate with the District’s designated staff to develop a mutually agreed upon make up session.
- The Contractor clinicians will provide counseling minutes as written into the students’ IEPs.
- The Contractor will complete assessment and IEP paperwork within IDEA and State timelines.

Effectiveness is measured by:

- Speed to care (from referral to provision of services)
- Session attendance
- Improvement towards goals

5. Alignment with DISTRICT Strategic Plan. This CONTRACT supports the following Strategic Plan Goals (check all that apply):

- Provides a coherent, rigorous, and relevant teaching and learning program to graduate college and career-ready students.

- Increases student and family wellness and engagement through the full-service community school model.
- Serves all students with a fair, just, and equitable distribution of resources: Personnel, financial, and instructional.
- Provides safe and inviting facilities with current technology.

6. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

8. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR'S duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.
- (b) ~~6.3 Limitation Of Liability. In No Event Will Any Party's Liability Under This Agreement Or In Connection With The Services Provided By Parallel Or The Parallel Providers Include Any Indirect, Incidental, Special, Exemplary, Or Consequential Damages Or Claims For Loss Of Business Or Profits, Under Contract, Tort, Or Other Legal Theory, Regardless Of The Cause Of Action And Even If A Party Has Been Advised Of The Possibility Of Such Potential Loss Or Damage. Mso And Parallel's Aggregate Liability~~

Arising Out Of Or Related To This Agreement Shall Not Exceed The Total Amount Paid By Client Hereunder Since Its Commencement, But In No Event Longer Than Twelve (12) Months Prior To Such Incident. The Above Limitations Will Apply Whether An Action Is In Contract Or Tort And Regardless Of The Theory Of Liability. The Parties acknowledge that the limitations in this section have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy.

- (c) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

11. Insurance: With respect to the performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$2,000,000 per occurrence, \$4,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, with an annual aggregate of \$3,000,000, endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT."

(f) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT."

(g) Documentation: The following documentation shall be submitted to the DISTRICT:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this CONTRACT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this CONTRACT.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(h) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(i) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

## 12. Termination:

(a) DISTRICT may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for services satisfactorily rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

(c) 4.2 Termination without Cause. Parallel and MSO may terminate this Agreement at any time without cause upon thirty (30) days' written notice to Client. Client may terminate without cause if Client has paid Parallel seventy-five percent (75%) of the Minimum Annual Compensation upon thirty (30) days' written notice to Parallel, provided however, that if Client terminates the Agreement pursuant to this Section 4.2, Client will either: (i) immediately pay Parallel the remainder of the unpaid Minimum Annual Compensation; or (ii) provide Parallel with additional work such that Parallel will earn the Minimum Annual Compensation.

13. Background Checks. The DISTRICT has considered the totality of the teletherapy services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to background check, per Education Code section 45125.1. CONTRACTOR will guarantee that all therapists are screened on an annual basis. Daybreak Health hires only therapists licensed in the state of California. The employee screenings include a Dept of Justice background check, education verification, employment verification, searches of civil records, drug and health, and motor vehicle reports. Annual background checks are completed and CONTRACTOR tracks employees via continuous monitoring for criminal records and immediate notification of any reportable changes.

14. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements. Vendor will sign District form SRCS California Student Data Privacy Act: Exhibit B

15. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

15a.1.2 Platform Services. Subject to the terms and conditions of this Agreement and the MSO's terms of use available at <https://www.parallellearning.com/legal/terms-of-use>, which may be updated by MSO from time to time in MSO's sole discretion, MSO shall provide PC, Client, and Users with access to the Platform in order to provide and obtain Services respectively, except during periods of scheduled maintenance, inoperability, or inaccessibility. In the event that the Platform is not available for use by Users, MSO will use commercially reasonable efforts to correct the interruption as promptly as practicable. Client acknowledges that it is obtaining only a limited right to use, and to authorize Users to access and use, the Services on MSO's Platform. Client agrees that MSO or its suppliers retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to the Platform, including any and all related and underlying software (including mobile applications, extensions and interfaces), databases, technology, and all copies, modifications and derivative works thereof, and all system performance data, including machine learning algorithms, data used for optimization and services improvement, and the results and output of such machine learning. MSO reserves all rights to the Platform not expressly granted in this Agreement. Client may not disclose, provide access to use, or display the Platform except as set forth in this Agreement. Client will remain responsible for all acts and omissions of its Users that have access to the Platform pursuant to this Agreement.

16. Assignment. The obligations of the CONTRACTOR pursuant to this CONTRACT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

18. Permits/Licenses. CONTRACTOR 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 CONTRACT.

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

20. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

[mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Name: Parallel Learning, Inc.

Street: 228 Park Ave. S, #97411

City/State/Zip: New York, New York 10003

Phone: (929) 496-1962

Email: [ryan@parallelllearning.com](mailto:ryan@parallelllearning.com)

21. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive

contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

24. Severability. If any term, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_\_

**DISTRICT**

Signature: \_\_\_\_\_

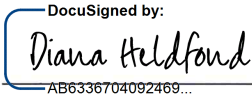
Lisa Cavin

Title: Associate Superintendent

Email: mmartin@srcs.k12.ca.us

Phone: 707-890-3800 x80201

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature:  \_\_\_\_\_

Diana Heldfond

Title: CEO & Founder

Email: ryan@parallelearning.com

Phone: (929) 496-1962

**EXHIBIT A**

**SERVICE RATES AND PAYMENT TERMS**

**Minimum Annual Compensation:** \$35,000; not to exceed \$35,000

**Scope of Work:** SLP services and assessments, estimated to be 372 hours.

**Start Date:** February 23, 2023

**End Date:** June 30, 2023

**Term:** 4.25 months

*Rates are based on the total contract value, inclusive of evaluation and support services*

		Flat Fee		Hourly Fee		
Volume tier	Annual Contract Minimum	Psycho-educational Evaluation*	Support Services (Tutors, EFC)	Licensed Special Ed Services	Behavioral Mental Health Services	Speech and Language Services
Tier 3	\$35,000-\$99,999	\$1,499	\$69	\$79	\$94	\$94*

**SERVICE DESCRIPTIONS**

Psycho-education Evaluation includes:

- Evaluation coordination and reporting (Incl. data analysis and scoring, reporting writing, follow up and communications w/ family)
- Review of records by Psychologist
- Clinical interview with family
- Selecting battery of test
- Self-Report Rating Scales
- Achievement Standard Battery (learning evals)
- Standard Cognitive Battery (all evals)
- Attention/Processing Standard Battery
- Report delivery and feedback session with Psychologist

Support, Behavioral Mental Health, and Speech and Language Services are provided at the hourly rates shown above. *Please note that bilingual services are available upon request and may incur additional fees.*

*\*Bilingual SLP services and assessments if available will be charged at an hourly rate of \$111.00*