



12711 Newport Ave. Ste. G  
Tustin, CA 92780  
Tel 888-218-4173  
PQBids.com

Santa Rosa City Schools

November 30, 2023

## Proposal for Prequalification of Prospective bidders Services Using Option 1

**We at PQBids propose the following services to Santa Rosa City Schools in the amount of:**

**\$15,000 for 1 year**  
**\$30,000 for 2 years**  
**\$45,000 for 3 years**

1. To utilize our online automated prequalification web-based services for your school district.
2. Pre-qualify contractors using the DIR approved questionnaire.
3. Conducts interview process of two (2) prior projects.
4. Verify contractors past two (2) years of audited, or reviewed, financials by our in-house CPA.
5. Verify their surety letter and their accountant release letter.
6. Verify all contractors licenses.
7. Verify all contractors DIR Registration.
8. View all approved general contractors and sub-contractors on your homepage.
9. We will provide all technical support.
10. Contractors are approved for a term of 1 year from the date approved.
11. Appeal procedures noted on our website and through our tutorials. PQBids excludes all appeals procedures.
12. District continues to manage CUPCAA software included with Option 1.

# Additional CUPCCAA software

## Option A

PQBids manages CUPCCAA software which includes the following:

1. Verify all contractors' licenses.
2. Verify all contractors DIR Registration.
3. Verify contractors have the necessary insurance to work.
4. We will additionally advertise once a year to designated approved construction trade journals for the districts, inviting all licensed contractors to register as well as all contractors that are already in PQBids database. PQBids alone has over 4000 contractors.
5. We will approve the contractors so all you would have to do is login and see your full list of contractors populated.

**Additional amount of:**

**\$3,000 per year**

Print Name: \_\_\_\_\_

Acceptance: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized signature only

All agreements are subject to our terms and conditions and policies per website [pqbids.com](http://pqbids.com)

# AVID Center



## Products and Services Quote/Order

Quote/Order #: Q-88163  
 Client: Santa Rosa City Schools  
 Address: 211 Ridgway Ave  
 Santa Rosa, CA 95401

AVID Center Representative: Rachel Dixon  
 Phone: (858) 633-0122  
 Email: rdixon@avid.org

Effective Date: July 01, 2024

Expiration Date: June 30, 2025

Cesar Chavez Language Academy			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Combo Sites	\$5,224.00	\$5,224.00
1	AVID Weekly Elementary	\$699.00	\$0.00
Cesar Chavez Language Academy SUBTOTAL:			<b>\$5,224.00</b>

Elsie Allen High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$4,499.00
Elsie Allen High School SUBTOTAL:			<b>\$4,499.00</b>

Herbert Slater Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$4,499.00
Herbert Slater Middle School SUBTOTAL:			<b>\$4,499.00</b>

Montgomery High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$4,499.00
Montgomery High School SUBTOTAL:			<b>\$4,499.00</b>

**TOTAL: \$18,721.00**

**Additional Comments:**

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at <https://www.avid.org/Page/3290> or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,  
a California Non-Profit Corporation 501(c)(3)

Santa Rosa City Schools


Sign: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: contracts@avid.org

AVID Center  
9797 Aero Drive, Suite 100  
San Diego, CA 92123  
Employer ID # 33-0522594

Sign:   
Lisa August (Jan 11, 2024 14:47 PST)  
Print  
Name: Lisa August

Title: Associate Superintendent

Date: Jan 11, 2024

Email: laugust@srcs.k12.ca.us

# Santa Rosa City Schools

Date of Quote: 01/11/2024

Quotations are valid for 1 month from the date above

Subscription Length (1-year)

DESCRIPTION	PRICE	QUANTITY	TOTAL
1-year Premium Subscription Mosyle Manager MDM	US\$ 5.50	3,092	US\$ 17,006.00
1-year Mosyle Auth Subscription	US\$ 2.00	850	US\$ 1,700.00
	<b>Total</b>		<b>US\$ 18,706.00</b>

**If you need anything else, please do not hesitate to contact us. Thank you for your interest in Mosyle Manager!**

## Vendor Info Mosyle Corporation

For vendor information, contact:  
hello@school.mosyle.com

## Prepared for Adrian Bica

abica@srcs.k12.ca.us  
Santa Rosa City Schools



## SERVICE ORDER FORM

RS-SOF-00118417

November 13, 2023

Rosetta Stone LLC  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404  
(P) 1-800-767-3882  
(F) 1-866-295-1834  
www.rosettastone.com

### CONTACT PERSON

April Storm  
Phone: (540) 236-5006  
Email: astorm@rosettastone.com

### CUSTOMER

Rocio Miscio  
Santa Rosa City School District  
211 Ridgeway Ave  
Santa Rosa, CA 95401-4386  
United States

### CUSTOMER NUMBER

63176

### ORDER INFORMATION

PRODUCT	QUANTITY	UNIT PRICE	TOTAL
Engage I: Effective language instruction (up to 49 attendees)	1	USD 695.00	USD 695.00
		<b>SUBTOTAL</b>	USD 695.00
		<b>SALES TAX</b>	USD 0.00
		<b>TOTAL DUE</b>	USD 695.00

### PAYMENT PLAN

INVOICE	INVOICE DATE	INVOICE AMOUNT	PAYMENT TERMS
Invoice (100%)	December 15, 2023	USD 695.00	Net 30

### ADDITIONAL INFORMATION

This pricing is valid until December 13, 2023.

Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only.

## TERMS AND CONDITIONS

### TERM AND TERMINATION

This Order Form Agreement becomes effective upon its acceptance by both parties and continues in effect for during the service period(s) listed above. The Term of this Agreement is renewable upon mutual agreement of the parties. Rosetta Stone, without prejudice to its other rights hereunder, may immediately and without notice, suspend the delivery of the Rosetta Stone Product and/or terminate this Agreement in the event that Customer: (i) fails to make any payment when due or (ii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature. Without derogation of Rosetta Stone's rights under the preceding sentence, either party may, without prejudice to its other rights, terminate this Agreement forthwith on duly providing written notice to the other party to that effect in the event that the other party neglects or fails to perform or observe any of the material covenants, conditions or agreements contained in this Agreement, and such default is continued for thirty (30) days after the date of the non-defaulting party's notice to the other party. In the event of the expiration or termination of this Agreement for any reason, all rights granted to you hereunder shall terminate, and you shall immediately discontinue, and cause your authorized users to immediately discontinue, all use of Rosetta Stone Product. In the event of the expiration or termination of this Agreement, Rosetta Stone shall have the right to notify all authorized users that their rights to access the Rosetta Stone Product have been terminated.

### ACCEPTANCE

This quote also serves as an order form (the "Order Form"). To place this order, please sign this order form below and email it along with any applicable purchase to your sales representative.

In placing this order, Customer accepts the terms and conditions described in the Rosetta Stone K-12 Education License Agreement (the "K-12 License"), available at [www.rosettastone.com/legal](http://www.rosettastone.com/legal). The K-12 License, together with this Order Form, constitutes the entire agreement (the "Agreement") between Rosetta Stone and Customer. Customer and Rosetta Stone agree that the terms and conditions of this Agreement supersede any provisions of any Customer drafted purchase order and supersede all proposals, written or oral, as well as other communications between Customer and Rosetta Stone relating to the subject matter hereof. Any additional or conflicting provisions on any purchase order are expressly excluded from the Agreement. In the event of any conflict between the terms of this Order Form and the Rosetta Stone K-12 Education License Agreement, the Order Form shall govern.

## ACKNOWLEDGED AND AGREED TO

### CUSTOMER

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

### ROSETTA STONE LLC

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



# COST PROPOSAL

Quote Prepared On December 21, 2023  
 Quote Valid Through October 15, 2024  
 Quote No. 2305120134  
 Version No. 2

Prepared For
Santa Rosa City School District

Prepared By
Carolyn Gill cgill@vistahigherlearning.com Vista Higher Learning 500 Boylston St, Suite 620 Boston, MA 02116-3736

Get Ready					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
2	978-1-54331-620-9	Get Ready Workbook (Gr 6-8)	\$24.95	\$49.90	\$49.90
5	978-1-54331-619-3	Get Ready Workbook (Gr 9-12)	\$24.95	\$124.75	\$124.75
62	978-1-54337-731-6	Get Ready 6-12 Prime (1 year license)	\$44.95	\$2,786.90	\$0.00
6	978-1-54331-866-1	Get Ready 6-8 Workbook (10-Pack)	\$209.95	\$1,259.70	\$1,259.70
11	978-1-54331-867-8	Get Ready 9-12 Workbook (10-Pack)	\$209.95	\$2,309.45	\$2,309.45
62	978-1-54331-616-2	Get Ready Student Edition (Gr 6-8)	\$49.00	\$3,038.00	\$3,038.00
113	978-1-54331-615-5	Get Ready Student Edition (Gr 9-12)	\$49.00	\$5,537.00	\$5,537.00
1	978-1-54331-618-6	Get Ready Teacher Edition (Gr 6-8)	\$100.00	\$100.00	\$0.00
3	978-1-54331-617-9	Get Ready Teacher Edition (Gr 9-12)	\$100.00	\$300.00	\$0.00

Professional Development					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
1	TRNG021	Professional Development EL Product Training: Remote/Webinar (3 hours)	\$750.00	\$750.00	\$0.00

<b>Total Value</b>	\$16,255.70
<b>Total Gratis</b>	\$3,936.90
<b>Total Cost</b>	\$12,318.80
<b>Est. Shipping (5%)</b>	\$812.79
<b>Est. Grand Total Cost</b>	<b>\$13,131.59</b>

## Ordering Instructions



## COST PROPOSAL

Quote Prepared On December 21, 2023

Quote Valid Through October 15, 2024

Quote No. 2305120134

Version No. 2

- Purchase Orders will be processed upon receipt and will be invoiced for the full "Total Cost" amount as shown above as well as the actual final Shipping charges required for your shipment, where applicable. Please note that the "Est. Shipping" amount shown above is an estimate only and may be different than the final charges applied.
- When submitting your Purchase Order, please be sure to attach:
  - A copy of this Quote
  - If applicable, a copy of your signed and dated tax exemption certificate
- To place your order, please contact Customer Support:

### Vista Higher Learning

500 Boylston Street, Suite 620

Boston, MA 02116

Email: [orders@vistahigherlearning.com](mailto:orders@vistahigherlearning.com)

Phone: (800) 269-6311, option 3

Fax: (617) 426-5215

### Terms of Purchase

By accepting a Quote, initiating a Purchase Order to us, entering into a separate agreement with us, and/or ordering online content, you are agreeing to these Terms of Purchase. The Vista Higher Learning Terms of Purchase shall govern all sales of materials and online content and shall supersede any and all terms and conditions attached to your Purchase Orders and/or any other document that you present to Vista Higher Learning, which shall be considered as a confirmation only and the terms and conditions shall in no way amend, prevail over, supplement or supersede any term or condition hereof.

- **Terms of Use:** All sales of Vista Higher Learning materials and online content are expressly made subject to the Vista Higher Learning Terms of Use: [https://www.vhcentral.com/terms\\_of\\_use](https://www.vhcentral.com/terms_of_use).
- **Return Policy:** Returns of Vista Higher Learning materials and online content are subject to the Vista Higher Learning Return Policy: <https://vistahigherlearning.com/return-policy>.
- **Tax:** Prices included within this Quote are exclusive of all applicable taxes, which are the responsibility of the Customer. Customer must provide documentation of tax-exempt status, if applicable.
- **Subscription Term:** For digital product license purchases, the duration of access being purchased based on the product license selection outlined in the Quote above will be considered the Subscription Term.
- **Term Dates:** Subscription Terms are aligned to an academic year calendar and will start as of the next upcoming academic year following the receipt of a Purchase Order, unless otherwise requested by Customer. All product licenses will have the same start and end dates aligned with the Subscription Term.
- **Unused Licenses:** All product licenses must be used within the purchased Subscription Term. Unused licenses during the purchased Subscription Term are not refundable or eligible for credit.
- **Licensing Add-ons:** If purchasing additional license quantities and/or licensing level upgrades to be added onto an existing base of product licenses, the additional quantities and/or upgrades will be applied beginning with the currently active Subscription Term, unless otherwise requested by Customer. All product licenses must maintain the same start and end dates aligned with the Subscription Term, with any additional quantities and/or upgrades matching the current expiration date of the existing Subscription Term in place.

**Thank you for your business!**



## **COST PROPOSAL**

Quote Prepared On December 21, 2023

Quote Valid Through October 15, 2024

Quote No. 2305120134

Version No. 2

**ADDENDUM TO CONTRACT**

Between

Kathleen Farrell

And

Santa Rosa City Schools

\*\*\*\*\*

This addendum to the original contract with Kathleen Farrell approved on June 14<sup>th</sup>, 2023, to provide Physical Therapy Services to Santa Rosa City Schools.

The contract, under Item 3. \$11,000.00, is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed \$22,000.00 dollars (\$). This is an increase of \$11,000.00.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written on January \_\_\_\_\_<sup>t</sup>, 2024.

Contractor's Name

By: \_\_\_\_\_

Name: Kathleen Farrell

Date: \_\_\_\_\_

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

By: \_\_\_\_\_

Lisa August  
Associate Superintendent

Date: \_\_\_\_\_



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 Kathleen Farrell, 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

Funding Source: 01 - 6500 - 0-5710 -1110 - 5800 - 119 - 5198

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

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

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

Number of Individuals Served:

Approved at Site by\*: Janel Black Date: 5-30-2023
\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Eugenia Chaparro/Lewis Early Learning Academy Phone #: 707-8903825 x59101
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: Proposed Contract End Date:

Requisition #: R24-00236

BUSINESS SERVICES USE ONLY

VID: 988588

Verified Receipt of: [ ] Insurance(s) [ ] W-9 Form [ ] HR Clearance, if applicable
Funding Source /Funding Category verified: [ ] YES [ ] NO Board Approval Date: June 14, 2023

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

If required, district will provide necessary guidance to Physical therapist.

(b) CONTRACTOR's Responsibilities and Duties:

The consultant shall provide individual Physical Therapy services, perform needed evaluations, and work collaboratively with director, principals, teachers/school staff and parents.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2023, and will continue through June 30, 2024, 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 eleven thousand Dollars (\$11,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment shall be made upon receipt of monthly/bi-monthly/weekly invoices. Parties agree vendor shall be paid \$123.99/hour at \_\_\_\_\_ hours/week. Any hours in excess of the above hours must be pre-approved by Special Services Administrator.

"Non-Solicitation Clause: The District Agrees not to solicit the contractor for the term of this contract. If at the termination of this contract the District and the Contractor mutually to enter into an employment arrangement, the District will shall not be required to pay the Vendor a service fee due to agreeing to increased fees for the 2023-2024 school year."

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?):

- Contractor shall keep a log of activities including, but no limited to testing and observations conducted. Payment for any invoice may be withheld pending satisfactory receipt of his log.
- Measurable Metrics:
  - Vendor to attend all IFSP meetings as required
  - Vendor to be prepared with reports while at all IFSP meetings
  - Satisfactory Attendance/Professional Etiquette, and
  - Satisfactory evaluation by Special Services Administration
- Frequency:
  - Quarterly
  - Semester; and
  - End of Year

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

	<b>Board Strategic Priorities</b>
	<b>Priority 1- Life Ready Learners</b>
	<b>Priority 2- Whole Person Focus</b>
	<b>Priority 3- High Quality Staff</b>
	<b>Priority 4- Teaching and Learning Environment and Resources</b>
	<b>Priority 5- Equity and Excellence</b>
	<b>Priority 6- Family Engagement and Community Partnerships</b>
	<b>Priority 7- Sustainable Funding</b>

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.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

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 \$1,000,000 per occurrence, \$2,000,000 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 \$2,000,000, 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." **[Required if Contractor will be directly supervising children]**

(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." **[Required if Professional Services is checked on first page]**

(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.

13. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

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.

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.

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@srgs.k12.ca.us](mailto:mmartin@srgs.k12.ca.us)

**CONTRACTOR:**

Name: Kathleen Farrell

Street: 350 Pythian Rd

City/State/Zip: Santa Rosa, CA 95409

Phone: (707) 484-1995

Email: [kathyfarrell11@comcast.net](mailto:kathyfarrell11@comcast.net)

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 14 DAY OF June, 2023.

**DISTRICT**

Signature: Lisa Cavin

Print Name: Lisa Cavin

Title: Associate Superintendent

Email: [shoyos@srgs.k12.ca.us](mailto:shoyos@srgs.k12.ca.us)

Phone: 707-890-3800 x 80201

**AUTHORIZED SIGNER or CONTRACTOR**

Signature: Kathleen Farrell

Print Name: Kathleen Farrell

Title: Pediatric Physical Therapist

Email: [kathyfarrell11@comcast.net](mailto:kathyfarrell11@comcast.net)

Phone: 707-484 1995

**Santa Rosa City Schools and Sonoma County Office of Education  
Memorandum of Understanding  
Concerning Mental Health Counseling Services**

This Memorandum of Understanding (MOU) is entered into January 8, 2024 by and between Santa Rosa City Schools (hereinafter DISTRICT) and Sonoma County Office of Education (hereinafter SCOE). It is expressly understood and agreed by both parties as follows:

The purpose of this MOU is to establish an agreement that SCOE will provide counseling services to students at District school sites. Services will be delivered by SCOE Mental Health Counseling Specialists (hereinafter Mental Health Provider). This service for the 23/24 school year will be grant funded and therefore no payments will be made by SRCS to SCOE for the services provided.

Amount of service time:

- Services will not exceed an average of 2 days per week during the school year while school is in session unless agreed upon in writing by both District and SCOE.

**Sonoma County Office of Education will:**

- Provide qualified Mental Health Providers to provide mental health services and supports to DISTRICT. Services provided may include group and individual therapy sessions, staff consultation, staff training, and family support as appropriate.
  - Mental Health Provider(s) may provide telehealth services to students when needed including, but not limited to, distance learning while in the global COVID-19 pandemic and school cancellations due to smoke and evacuations (consistent with California Board of Behavioral Sciences guidelines).
- Provide clinical supervision and case-consultation meetings for Mental Health Provider(s) on a monthly basis as appropriate.
- Ensure that the Mental Health Provider(s) follows the legal, ethical, and professional guidelines of the Mental Health Profession.
- Ensure that the Mental Health Provider(s) is fingerprinted and cleared by the Department of Justice and Federal Bureau of Investigations prior to starting employment at SCOE.
- Ensure that the Mental Health Provider(s) has received testing for and has been cleared by a health care provider that they are not infected with tuberculosis prior to starting employment at SCOE.

- Ensure that the scope of responsibilities of the Mental Health Provider(s) are consistent with the school's needs and the Mental Health Providers' level of training and experience.
- Ensure that the Mental Health Provider(s) responds to the students at District campuses in a professional, consistent, and reliable manner in order to build the trust and connections that help facilitate our shared goals and outcomes.
- Provide to the District an annual report identifying the number of students served and other supports provided.
- Ensure that its employees receive training in the area of mandated child abuse reporting. The District may request verification from the Contractor of adherence to these requirements at any time during the term of the contract.
- Allow Mental Health Provider(s) to participate as appropriate in 504/IEP/SST Meetings

**The District will:**

- Identify each school campus where Mental Health Provider(s) will provide services, and provide a private room at each of these campuses for the use of Mental Health Provider(s) when school is in-person.
- Keep in regular communication with SCOE Director of Behavioral Health concerning the needs of the schools and degree to which each Mental Health Provider(s) is meeting those needs.
- Support Mental Health Provider(s) with on-campus needs and consultation regarding District policies and procedures.
  - Referral procedures
  - Crisis response protocol
  - Communications expectations (with caregivers, site staff, admin, etc)
- Notify the SCOE Director of Behavioral Health in a timely manner of any difficulties in the work performance of the Mental Health Provider(s).
- Ensure the SCOE Mental Health Provider's caseload allows for at least .5 day/week of time to support the school site's Wellness Center.

**Terms:** The term for this January 8, 2024 to June 7, 2024. To extend the terms of this Agreement beyond June 2024, the parties must enter into an additional written agreement or amendment.

**Termination of Agreement:** This Agreement may be terminated at any time upon the mutual written agreement of the Parties, or by either party with or without cause, upon forty five (45) calendar days' advance written notice to the other party.

**Mutual Indemnification:** To the fullest extent permitted by law, DISTRICT shall defend, indemnify, and hold harmless SCOE, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive negligent, wrongful or willful acts or omissions of the DISTRICT, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this Agreement. In the event any action or proceeding in any forum is brought against the SCOE for any such acts or omissions of the DISTRICT, DISTRICT shall defend the same at DISTRICT's expense.

To the fullest extent permitted by law, SCOE shall defend, indemnify, and hold harmless DISTRICT, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive willful acts or willful omissions of SCOE, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this agreement. In the event any action or proceeding in any forum is brought against the DISTRICT for any such acts or omissions of SCOE, SCOE shall defend the same at SCOE's expense.

**Force Majeure:** Neither party shall be deemed to be in default of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God (e.g. natural disasters, earthquakes, tornadoes, floods, epidemics and pandemics); resignation of Employee from DISTRICT; any laws, regulations, or Orders of Local, State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall give the other party written notice of the cause for delay as soon as practicable. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance of the terms of this Agreement. Neither party shall be liable for any services or costs if the failure to perform the Agreement arises from any of the contingencies listed above.



**Integration:** This Agreement represents the entire understanding of DISTRICT and SCOE as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both Parties hereto.

**Governing Law:** This Agreement and all of its amendments entered into after the date of this Agreement, no matter their place of negotiation, execution, or performance, will be governed by the laws, notwithstanding its choice of law principles, then in effect in the State of California. If one party asserts an action relating to or arising out of this Agreement or the breach thereof, that party will commence the action in the principal place of residence or business of the other party to this Agreement.

**Severability/Waiver:** The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party permitting the waiver.

**IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be executed by their duly authorized Representatives.

**SONOMA COUNTY OFFICE  
OF EDUCATION**  
(SCOE)

**SANTA ROSA CITY SCHOOLS**  
(DISTRICT)

By: \_\_\_\_\_  
Dr. Amie Carter,  
Superintendent of Schools

By: \_\_\_\_\_  
\_\_\_\_\_,  
Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Sonoma County Office of Education and Santa Rosa City Schools  
Memorandum of Understanding  
Concerning Suicide Prevention Program (QPR)**

This Memorandum of Understanding (MOU) is entered into August 1, 2023 by and between Santa Rosa City Schools (hereinafter SRCS) and Sonoma County Office of Education (hereinafter SCOE). It is expressly understood and agreed by both parties as follows:

The purpose of this MOU is to establish an agreement that allows partnership between both agencies to provide tier one suicide prevention trainings (QPR) at SRCS high schools and a capacity building program/plan to increase sustainability of these prevention efforts.

**Sonoma County Office of Education will:**

School Year 23/24

- Provide QPR for 9th grade students
- Pay for 1 SRCS staff at each high school site to become QPR certified (Spring 2024)
  - Certification is \$500 per person (6 sites total cost to SCOE is \$3000.00)

School Year 24/25

- Collaborate/co-facilitate with SRCS high school trained staff to provide QPR for 9th grade students
- Provide Community of Practice for all facilitators
- Provide presentation materials with updated resources and relevant data

School Year 25/26

- Provide Community of Practice for all facilitators
- Provide presentation materials with updated resources and relevant data

**SRCS will:**

School Year 23/24

- Identify 2 staff members (ideally a mental health provider and restorative specialist) at each high school that will observe (and later be trained in) QPR (Fall 2023)
- Pay for 1 staff at each high school site to become QPR certified (Spring 2024)
  - Certification is \$500 per person (6 sites total cost to SRCS is \$3000.00)

School Year 24/25

- Collaborate/Co-facilitate with SCOE staff to provide QPR for 9th grade students
- Attend and participate in the Community of Practice

School Year 25/26

- Independently provide QPR for 9th grade students with their trained staff

- Participate in the SCOE Community of Practice to keep up to date with materials and relevant data

For any SRCS site that is unable to meet these expectations, SRCS can investigate fee-for-service options through SCOE. Scheduling priority will go to sites that participate in this capacity-building program agreement.

Additionally, per meeting conversations with SRCS, SRCS will collaborate with SCOE to ensure that logistics regarding scheduling, wifi access will be available, along with taking steps to ensure that the training follows best practices.

**Terms:** The effective date of this agreement is August 1, 2023 through June 30, 2026.

**Termination of Agreement:** This Agreement may be terminated at any time upon the mutual written agreement of the Parties, or by either party with or without cause, upon forty five (45) calendar days' advance written notice to the other party.

**Amendments:** The terms of this agreement shall not be amended in any manner except by written agreement signed by both parties.

**Mutual Indemnification:** To the fullest extent permitted by law, SRCS shall defend, indemnify, and hold harmless SCOE, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive negligent, wrongful or willful acts or omissions of the SRCS, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this Agreement. In the event any action or proceeding in any forum is brought against the SCOE for any such acts or omissions of the SRCS, SRCS shall defend the same at SRCS's expense.

To the fullest extent permitted by law, SCOE shall defend, indemnify, and hold harmless SRCS, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive willful acts or willful omissions of SCOE, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this agreement. In the event any action or proceeding in any forum is brought against the SRCS for any such acts or omissions of SCOE, SCOE shall defend the same at SCOE's expense

**Force Majeure:** Neither party shall be deemed to be in default of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God (e.g. natural disasters, earthquakes, tornadoes, floods, epidemics and pandemics); resignation of Employee from SRCS; any laws,



regulations, or Orders of Local, State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall give the other party written notice of the cause for delay as soon as practicable. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance of the terms of this Agreement. Neither party shall be liable for any services or costs if the failure to perform the Agreement arises from any of the contingencies listed above.

**Integration:** This Agreement represents the entire understanding of SRCS and SCOE as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both Parties hereto.

**Governing Law:** This Agreement and all of its amendments entered into after the date of this Agreement, no matter their place of negotiation, execution, or performance, will be governed by the laws, notwithstanding its choice of law principles, then in effect in the State of California. If one party asserts an action relating to or arising out of this Agreement or the breach thereof, that party will commence the action in the principal place of residence or business of the other party to this Agreement.

**Independent Contractor:** This Agreement will not be construed to establish an employee-employer relationship by or between the Parties. We are not an agent of you, and, other than set forth in this Agreement, are not affiliated with you in any way. We retain the right to perform a similar Scope of Work for other clients at any time.

**Severability Waiver:** The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party permitting the waiver.

**Insurance Limits:** Each party, at its sole expense, shall at all times maintain insurance or self-insure for commercial general liability using an occurrence policy for against personal injury and property damage that may arise from or in connection with their performance of this agreement in the amount not less than one million dollars (\$1,000,000) for any one person injured or killed, two million dollars (\$2,000,000) for injury or death of more than one person, or one million dollars (\$1,000,000) for property damage per occurrence.



In witness whereof, the parties sign this Memorandum of Understanding (MOU) as set forth below:

-SONOMA COUNTY OFFICE OF EDUCATION-

TD  
TD

DK  
DK

GR  
GR

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Name and Title

-SRCS-

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Name and Title

\_\_\_\_\_


Authorized Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Name and Title

Signature: 

Email: tdickinson@scoe.org

Signature: 

Email: dkitamura@scoe.org

Signature:   
Greg Medici (Jan 5, 2024 11:04 PST)

Email: gmedici@scoe.org

# Partnership Proposal

**Prepared for**

Eric Lofchie  
Director of Mental Health  
Santa Rosa City Schools

**Prepared by**

Scott Freschet  
Co-founder  
Alongside

**Quote Date**

1/17/24

**Contract Start Date**

1/25/25

1/2 Year Partnership		Contract End Date:		7/25/25
Licenses	Quantity	Unit Price / Yr	Total	
Alongside Student Licenses	500	\$10.00	\$5,000	
Services	Schools	Unit Price	Total	
Customer Success Manager, Annual Support	1	\$750.00	\$750	
<i>-- Annual building-level support included for free</i>			-\$750	
<b>SUBTOTAL</b>			\$5,750	
<b>DISCOUNT</b>			-\$750	
<b>DISCOUNT %</b>			-13%	
<b>COST PER STUDENT</b>			\$5.00	
<b>Annual Total</b>			<b>\$5,000</b>	
<b>1/2 Year Total</b>			<b>\$2,500</b>	

School Name	Licenses	School Name	Licenses
Santa Rosa Middle School	500		

**Notes & Terms**

Customer Success school-level annual support includes, but not limited to, a kick-off meeting, check in meetings, a mid-year meeting, an end-of-year meeting and email/phone support.

Alongside can be used by all school staff at no incremental charge.

Alongside does not charge sales tax for organizations that provide their Sales Tax Exemption Certificate. If you do not have one, we can update your proposal to reflect applicable sales taxes.

## Partnership Agreement

Alongside is excited to be a partner in your efforts to support students' mental health. By using Alongside, you agree to our [terms of use](#) (the "Terms of Use") and [privacy policy](#) (the "Privacy Policy").

Partnership Type

½ yr

Name: Scott Freschet

Title: Head of Sales and Success

Name: \_\_\_\_\_

Signature: 

Title: \_\_\_\_\_

District: \_\_\_\_\_

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

Date: \_\_\_\_\_

## Program Description

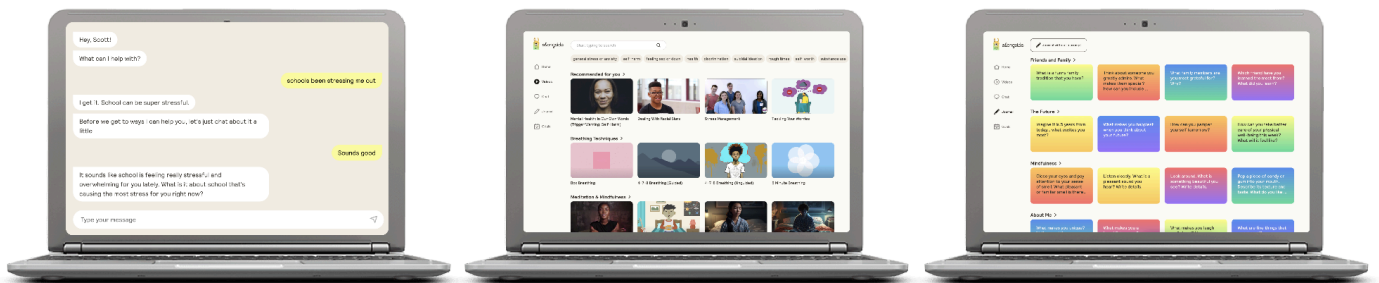
Schools use Alongside's clinician-powered AI to cover all students with research-based support that adolescents like and trust. The app is designed for middle and high school students, and the company works exclusively with schools.

Using our app, students talk to the llama, a chatbot, developed by our team of doctoral clinicians. Alongside chats use evidence-based strategies of CBT, ACT, and DBT to guide students in solving their specific challenges for 120+ issues. Students also journal, watch mindfulness and meditation videos, and set goals with actions to address their issues. And severe issues are escalated to counselors and staff during school hours and 24/7 resources after hours.



### Key Benefits of Alongside:

- **Reduce emotional distress (anxiety, stress):** Activities and a chatbot help all students feel validated and build resilience. 90% of middle and high school students feel better after just one exercise on the app.
- **Maximize instructional time:** The Alongside app improves students self-regulation, reducing the amount of time that they are disrupting and coming out of class, which is losing them educational time.
- **Save counselors time to focus on tier 2 & 3 support:** Alongside provides foundational support so counselors can focus on students with the highest needs. Students, especially frequent flyers, become more independent with 24/7 real-time access to the Alongside app, freeing up counselor time to focus on other issues that need to be addressed.
- **Help silent students with severe issues that screeners just don't catch:** Alongside's safety protocols are designed in consultation with experts in adolescent suicide and use the Columbia Protocol (C-SSRS) to determine severity of suicidal ideation. Severe issues are escalated to counselors during school hours via email and text, and schools can opt in to after hours support for students at no additional cost.
- **Access real-time data reporting:** Alongside includes a live dashboard that provides building and district specific insights on what students are dealing with and what resources and activities are being used.
- **Provide staff access as well:** Students are not the only individuals struggling with mental health challenges in school buildings. The Alongside app is free for staff to use as well.



# Testimonials

From SY2022-23 Alongside partners

## A principal's perspective [\(link here\)](#)

"Alongside is a game changer. It's the first level of support for our students."



## A student's perspective [\(link here\)](#)

"Whatever the problem is you're facing, Alongside will help you cope and deal with what you are going through..."



## A counselor's perspective [\(link here\)](#)

"She had made a suicidal outcry... It gave her an opportunity to say what she needed to say, and then I was able to step in and help."



# Case-Study

## A school district quickly rolls out Alongside to provide every student the 24/7, tier 1 mental health support they urgently want and can't get from overburdened counselors

In Winter 2022, a school district in the Dallas suburbs (Irving ISD) began looking into additional resources to help with students' mental health. They know their kids are suffering (via [CDC data](#) and qualitative feedback from their community) and it's impossible for counselors and staff to reach everyone.

To that aim, they found Alongside – an app where students use a chatbot to talk to the llama and get personalized support developed by our team of clinicians. The llama makes it comfortable for students to open up about their specific challenges for 120+ issues. Students learn skills to solve their own problems and commit to concrete goals to take action in real life.

The Director of At-Risk and Responsive Services, with sponsorship from the Chief of Schools and Middle School Principals, decided to pilot the app for the remainder of the school year with four (4) middle schools and students accessed the app with their school issued email address via the iOS app, the Android app, or any browser.

Over the next few months, 1,500+ students completed 10,000+ mental health chat exercises and activities, rating 88% of what they did as helpful.

