

**INDEPENDENT CONTRACTOR AGREEMENT FOR SOCIAL EMOTIONAL LEARNING CURRICULUM
BY AND BETWEEN
SAN JOSÉ UNIFIED SCHOOL DISTRICT
AND
180 DEGREES PROGRAM LLC**

This Independent Contractor Agreement for social/emotional learning curriculum (“Agreement”) is made as of March 25th 2024, between the **San José Unified School District** (“District”) and 180 Degrees Program LLC (“Contractor”). The District and Contractor may be individually referred to herein as a “Party” or collectively referred to herein as the “Parties.”

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District requires such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District’s satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Contractor shall furnish to the District the services of social and emotional learning curriculum as more fully described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Services” or “Work”).
2. **Term.** Contractor shall commence providing services under this Agreement on **August 14th 2023** (“Effective Date”), and will diligently perform as required or requested by District as applicable. The term for these services shall expire on **May 30th 2024**.
3. **Submittal of Documents.** The Contractor shall not commence the Work under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
 - 3.1. Signed Agreement
 - 3.2. Contractor Certification
 - 3.3. Insurance Certificates & Endorsements
4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit B (“Schedule of Fees and Charges”)**, as applicable, and up to **a maximum amount not-to-exceed Twenty-Eight Thousand Ninety-Dollars and Zero Cents (\$28,090.00)**. District shall pay Contractor only for all undisputed amounts within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District’s written approval of the Work, or the portion of the Work for which payment is to be made.

Agape Foundation Grant Contribution (Semester 1 and Semester 2): \$24,545.00.
District’s Total Contribution: \$3,545.00

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
6. **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 Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, 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, agents, partner, or joint venture 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 or Worker's Compensation. 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's employees.

8. Standard of Care.

- 8.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
- 8.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 8.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
- 8.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Termination.

- 11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- 11.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 11.2.1. material violation of this Agreement by the Contractor; or
 - 11.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 11.2.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 11.3. **With Cause by Contractor.** The Contractor has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default,

diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Contractor. Such termination shall be effective after receipt of written notice from Contractor to the District.

- 11.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
- 11.5. **Termination for Non-Appropriation of Funds.** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the District. If the District fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor will only be entitled to payment for deliverables that have been satisfactorily completed as of the termination date.
12. **Force Majeure Clause.** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic (collectively a "Force Majeure Event") when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with a Force Majeure Event, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Consultant's performance of the Services impossible, and that event was not reasonably foreseeable at the time Contractor executed this Agreement.
13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.
14. **Release.** Contractor acknowledges that it is voluntarily and freely entering into this Agreement and to perform the Services which may require Contractor to enter upon and into the District's site(s) or property(ies) ("Premises"). Contractor further acknowledges that Contractor's use of the Premises may result in Contractor's exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID-19 (collectively "Infectious Disease"). Contractor further acknowledges the dangers involved with providing the Services and, with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Premise for the performance of the Services.
15. **Insurance.**
- 15.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
- 15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Contractor's performance of any portion of the Services. (Form CG 0001 and CA 0001)
- 15.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of

the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

- 15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 15.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 15.2.3. An endorsement stating that the District and its representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 15.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

- 15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

16. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

17. **Compliance with Applicable Laws.** In performing services under this Agreement, Contractor shall comply with all applicable legal requirements. Contractor must complete and sign the Contractor Certifications attached as Exhibit C when Contractor submits this Agreement to the District. It shall be the sole responsibility of Contractor to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

18. **Permits/Licenses.** Contractor and all Contractor's employees or agents 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 agreement.
19. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. Contractor is responsible to comply with Santa Clara County Public Health's guidelines concerning the Novel Coronavirus (COVID-19).
20. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
21. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
22. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
23. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 23.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 23.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
 - 23.3. Consultant agrees to remove or re-assign its employees as may be reasonably requested by the District as a result of the District's evaluation. The District shall provide its request in writing, convey the basis for its request and provide reasonable time for Consultant to satisfy the District's request.
24. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
25. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.
26. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery

service, or facsimile transmission, addressed as follows:

San José Unified School District
855 Lenzen Avenue
San Jose, CA 95126
Attn: Laura Garcia

180 Degrees Program LLC
990 Gwinn St. East
Monmouth, Oregon 97361
Attn: dean@180-degrees.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

- 28. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 29. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District’s administration offices are located.
- 30. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 31. **Authority of Executing Officer or Party.** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Agreement and to bind the Party on whose behalf the signer executes this Agreement.
- 32. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 33. **Severability.** If any term, condition or provision of this Agreement 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.
- 34. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

San José Unified School District

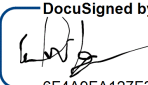
180 Degrees Program LLC

Date:

Date: 4/2/2024

By:

By:

DocuSigned by:

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Tracy Morrison
Director, Procurement

Dean Renfrow
Program President



EXHIBIT A

Scope of Services

180's Mission Statement: to passionately help youth enhance their lives by accepting personal accountability and to continuously strive toward the goal of achieving their full potential, "one degree" at a time. We utilize comprehensive, research-based and measurable approaches of intense instructional, participatory and interactive character and life skills education that is based upon 180's "Core Values." We will always deliver those services in the most professional, innovative and highly effective manner.

180° Program's primary goal is to guide young people in developing their own individual internal compass. Through guided discussion, debate, hypothetical situations, interaction, activities and application, participants will truly understand what they believe and value, and learn to apply those personal beliefs to how they think, behave, and act. Our program does not look to take participants to a predetermined destination; rather, it is structured to address the critical social, emotional, and behavioral components that provide a solid foundation of skills or "life tools" for students. It helps youth develop critical skills needed to succeed and flourish in the 21st century global economy. At the same time, it challenges them to become critically self-aware and passionately socially conscious. More-so than ever before, students need time, structure, and real opportunity to develop the internal compass that will intrinsically motivate them to make good choices, empathize, reflect, and evaluate, one degree at a time.

Our program facilitators are trained to be guides, who establish a true collaborative culture within the class. They don't have answers; they have thoughtful, structured questions and activities. They combine the critical 21st century skills of teamwork, technology, critical thinking, innovative problem-solving and personal reflection in all discussions and activities. Students in this program critically analyze themselves, chart their own journey of social and emotional growth and development, and practice skills learned through classroom, school, virtual, and greater community projects.

What sets our program apart from so many others is its comprehensive nature. Students who complete the 180° Program learn to be critically self-aware and actively socially conscious. They reflect on core values, and then use those core values to evaluate qualities of character, such as empathy, respect, responsibility, and integrity.

Curriculum Handbook: The curriculum handbook focuses on character, life skills and personal enrichment education, utilizing recognized 21st Century Learning Skills in conjunction with digital age and knowledge economy. The handbook includes quotes, stories, poems and references to websites, books, music lyrics and other information to emphasize the main themes of the chapters. Student participation will be highly interactive with involvement in projects and team building exercises.

The school courses will be conducted a minimum of 3 hours a week for the length of a semester (54 hours) or may be extended to an entire school year. The training will include but not limited to the following program components:

- Leadership
- Organization
- Problem-Solving
- Technical Fluency
- Setting and Achieving Goals
- Collaboration and Cooperation
- Creative, Innovative and Critical Thinking
- Networking
- Decision Making and Choices
- Motivational Theory
- Attitudes
- Conflict Resolution
- Inquiry Techniques
- Perspective Analysis
- Communication Skills

Program Evaluations: Program success will be measured by students before and after academic performance (GPA's), attendance, and documented disciplinary incidents; and students, teachers, parents and facilitator surveys measuring rate of progress in character development, core values and life skills. The Internet based Electronic Data Collection System will be utilized to collect and report on the progress of the students and effectiveness of the program. Additional data will be collected concerning student demographics, perceptions, assessments and school processes.

PROGRAM IMPLEMENTATION PLAN:

The 180 Degrees Program and the San Jose Unified School District (SJUSD), 855 Lenzen Avenue, San Jose, CA 95126 (408) 535-6412, will collaborate to bring 180 Degrees services to 20 middle school students in one class at Hoover Middle School, 1635 Park Avenue, San Jose, CA 95126 (408) 535-6274, Principal Andrew Anstead, during the 2023-24 school year (August 14, 2023 – May 30, 2024). The Hoover Middle School Principal will assign 1 teacher, Arturo Morales, to deliver the 180 Curriculum. Jeneva Westendorf of 180 Degrees will serve as the 180 Degrees Project Coordinator overseeing the functions of the facilitator. Mrs. Westendorf will provide new facilitator training. She will be stationed at Calero High School in the East Side Union High School District.

Jeneva Westendorf will be assigned as the 180 coordinator and intervention specialist. She will oversee the functions of the facilitator within the school district. She will ensure that the 180 site is functioning in accordance with the operational requirements and protocols of the 180 Degrees Program. Mrs. Westendorf will report directly to Gregory Willeford, 180 Degrees Program Consultant. She will from time to time inspect the case management files of the facilitator; review and approve facilitator reports; periodically observe classroom and after-care activities, ensure the proper collection of and entering statistical data into the 180 Computerized Data Base, contact students, teachers, administrators, parents and others to determine the effectiveness of the program and progress of the trainees. Additional time should include class and student observations, modeling "best practices" and intervening with students needing extra attention.

The 180 facilitator responsibilities will include classroom instruction, class preparation, completing necessary paperwork and reporting requirements, home visits when necessary, consulting with school staff and contacts with community resource providers, case management, data collection and entry of students' data in the 180 electronic data system.

The 180 Degrees Program President, Dean Renfrow, assisted by 180 Consultant, Gregory Willeford will oversee the operational and administrative functions of the 180 Degrees Program. Mr. Renfrow may assist in setting up the project and will require the proper delivery of the 180 Degree curriculum, reporting and data collection by the facilitator. The facilitator will be furnished with the appropriate number of 180 Degrees Program Student Handbooks, Case Management Files, electronic reporting forms and other materials to carry out the delivery of the program. The handbooks will be provided to each student enrolled in the program and shall not be duplicated without the written consent of 180. One meeting each semester may be held by 180 management with the facilitator at a site determined by SJUSD for purposes of establishing uniformity of 180 operations and any necessary in-service-training needs.

To ensure program integrity, 180 Degrees Program Management may on a regular basis inspect all records compiled by the facilitator related to the operation of the 180 Degrees Program.

The facilitator, in addition to preparing for and administering the program, will make trainee contacts before and after the classes, offering one-on-one mentoring and counseling services.

The facilitator will coordinate closely with other school staff, counselors and teachers to provide the participating students with assistance in meeting their academic goals, improving their chances of success and creating a safe learning environment. In coordination with school officials, the facilitator will assist in connecting the students to community resources to help meet the individual needs and care for the students. The facilitator will be expected to comply with 180 protocols and procedures.

The facilitator will monitor the trainee's daily progress utilizing a Case Management System. Performance measures will be in place to evaluate the trainees' rate of improvement in life skills, academic performance, absences, disciplinary incidents, core values and character.

The facilitator will be accountable for the timely collection, evaluation and the submission of required data pertinent for reporting program performance and outcomes. The facilitator will utilize the 180 Degrees Program Electronic Data System to enter required information in a timely manner. 180 will make available an Information Technology Consultant (Marian Nemeth) to the facilitator to assist with answering questions concerning data entry procedures.

The school will provide classroom space, file cabinet, telephone, access to and use of library materials, television, Wi-Fi resources, photocopier, computer(s) with Internet access for data collection, reporting and other equipment to assist 180 with classroom activities.

During the semester, each class will participate in one field trip (actual cost up to \$25 per student). Requests for funds related to field trips will be submitted on an Event Authorization form a minimum of three weeks in advance of the event by the facilitator to the area coordinator for approval and then to 180 Corporate for payment. Receipts and leftover funds shall be returned to 180 Corporate within one week of the event by the facilitator or coordinator.

During each semester, each class will participate in one Community Service Event (actual cost up to \$400 per class). Requests for funds related to Community Service Events will be submitted on an Event Authorization form a minimum of three weeks in advance of the event by the facilitator to the area coordinator for approval and then to 180 Corporate for payment. Receipts and leftover funds shall be returned to 180 Corporate within one week of the event by the facilitator or coordinator.

PERFORMANCE MEASURES

- The 180 Facilitator will coordinate with school officials to improve students' grades, attendance and to reduce disciplinary incidents. A comparison of the students' GPA's, attendance and number of disciplinary incidents before and after will be made to determine the progress made. Before (baseline grades from the last quarter of the previous semester) mid and end of semester actual GPA's and Core grades will be entered in the 180 Data Base for all grade level students. Full Day Unexcused Absences and Documented Disciplinary Incidents (total absences and disciplinary incidents from the previous semester), again at mid semester and again at the end of the first semester.
- Combined before and after written surveys will be completed one time two weeks before the end of the first semester by the students, facilitator, parents and teachers rating the students' improvement or non-improvement in applying life skills, core values and character traits to their lives.

PROGRAM EVALUATION

- Case Management files will be maintained on each trainee that will include: the screening assessment, baseline profile, daily progress notes, attendance data, outreach notes and other pertinent information. The facilitator will submit mid and end of semester reports detailing the progress of the trainees.
- The 180 Degrees Program will submit a Final Evaluation Report at the end of the semester from information collected and reported by the facilitator concerning the effectiveness of the program and progress of the students.

EXHIBIT B**Schedule of Fees and Charges**

1. The following rates, which include overhead, administrative cost and profit, shall be utilized when performing all Services and shall not be changed for the Term of the Agreement. ("Fee Schedule").

Semester 1		
180 Services		
Student Handbooks	20	\$1,000.00
Shipping Handbooks	\$4.50 x 20	\$90.00
Field Trips (one trip each semester) plus 2 chaperons	22 x \$25	\$550.00
Community Service Event (\$400 per class)	\$400 x 1	\$400.00
180 Staff	\$500 x 6	\$3,000.00
180 IT Staff	\$200 x 6	\$1,200.00
180 Management travel	\$250	\$250.00
Jeneva Westendorf 180 Coordinator	\$1,000 x 6	\$6,000.00
FICA/Workers Comp for Westendorf 35%	\$6,000.00 X 35%	\$2,100.00
1st Semester 180 Services 2023-24 school year		\$14,590.00
Semester 2		
180 Services		
Field Trips (one trip each semester) plus 2 chaperons	22 x \$25	\$550.00
Community Service Event (\$400 per class)	\$400 x 1	\$400.00
180 Staff	\$500 x 6	\$3,000.00
180 IT Staff	\$200 x 6	\$1,200.00
180 Management travel	\$250	\$250.00
Jeneva Westendorf 180 Coordinator	\$1,000 x 6	\$6,000.00
FICA/Workers Comp for Westendorf 35%	\$6,000.00 X 35%	\$2,100.00
2nd Semester 180 Services 2023-24 school year		\$13,500.00
Total Cost for 180 Degrees		\$28,090.00
Agape Semester 1 Contribution		\$12,545.00
Agape Semester 2 Contribution		\$12,000.00
Total Agape Grant		\$24,545.00
Total cost to Hoover Middle 2023-24		\$3,545.00

Method of Payment

1. Contractors shall submit invoices on a form and in the format approved by the District. All invoices shall provide sufficient detail for the District to verify the time and materials expended by each person or subcontractor providing Services.
2. Contractor shall submit these invoices electronically to the District via the District's authorized representative.
3. Upon receipt and approval of Contractor's invoices, the District agrees to make payments on all undisputed amounts within thirty (30) days of receipt of the invoice.

- The following Contractor and/or Contractor parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Contractor shall maintain on file the certificates showing that the Contractor parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.


COVID-19 Certification. The Contractor and the Contractor parties shall at all times comply with the Covid-19 certification requirements as set forth below. Contractor hereby represents and warrants to District the following:

I acknowledge and am aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including [COVID-19 Public Health Guidance for K–12 Schools to Support Safe In-Person Learning for the School Year](#) and [San José Unified’s COVID Health and Safety Information](#).

Contractor further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

Lobbyist Certification. The Contractor and the Contractor parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties are not a “Lobbying Coalition,” “Lobbying Firm,” “Lobbyist” or “Lobbyist Employer” as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively “Lobbyist”) and are not performing Services hereunder that would require registering as a Lobbyist.
- Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

 **Conflict of Interest Certification.** The Contractor and the Contractor parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor’s knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.

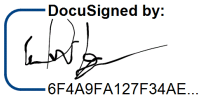
- Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or Contractor parties shall comply with the applicable disclosure requirements of the District’s Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in

accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: 4/2/2024

Contractor: 180 Degrees Program LLC

Signature: 6F4A9FA127F34AE...

Name: Dean Renfrow

Title: Program President

EXHIBIT C CONTINUATION
WORKERS' COMPENSATION CERTIFICATION

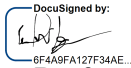
Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

Date: 4/2/2024

Contractor: 180 Degrees Program LLC.

Signature: 

Name: Dean Renfrow

Title: Program President

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Agreement.)

EXHIBIT C CONTINUATION
STUDENT DATA CONFIDENTIALITY CERTIFICATION

The Contractor acknowledges his/her responsibility to respect the confidentiality of Covered data and information (CDI) and to act in a professional manner in the handling of student performance data. The Contractor will ensure that confidential data, including data on individual students, is not created, collected, stored, maintained, or disseminated in violation of state and federal laws. (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution's students to the Contractor.

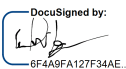
Furthermore, the Contractor agrees to the following guidelines regarding the appropriate use of student data collected by myself or made available to me from other school/system employees, Infinite Campus, TES or any other file or application to which the Contractor has access:

- Contractor will comply to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.
- Contractor acknowledges that the Agreement allows the Contractor access to (CDI) for whom the Contractor has a legitimate educational interest and will be used for the sole purpose of improving student achievement and providing academic advisement to the student.
- The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted (CDI) received from, or on behalf of Institution or its students. The Contractor acknowledges that it is illegal for a student to have access to another student's data and will not share (CDI) from any source with another student.
- Contractor agrees to hold (CDI) in strict confidence. Contractor shall not use or disclose (CDI) received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution. Contractor agrees not to use (CDI) for any purpose other than the purpose for which the disclosure was made.
- Contractor shall, within one day of discovery, report to Institution any use or disclosure of (CDI) not authorized by this agreement or in writing by Institution. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the (CDI) used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

California Consumer Privacy Act. To the extent applicable, Contractor shall comply with the requirements of the California Consumer Privacy Act ("CCPA"). The CCPA, however, shall not preempt the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), the Children's Online Privacy Protection Act (Pub.L.No. 106-554 and 47 U.S.C. §254(h)), the Children's Internet Protection Act (15 U.S.C. §6501 et seq.), California Education Code sections 49073.1 and 49073.6, and/or the Student Online Personal Information Protection Act (California Business and Professions Code §22584). Notwithstanding the above, to the extent that a "consumer" as that term is defined by the CCPA, contacts Contractor to receive Covered Data and Information provided to Contractor pursuant to this Agreement, to delete consumer's personal information or to access information collected by Contractor hereunder, Contractor shall refer the consumer to the District, and the District will provide the necessary and proper procedures regarding the requested information.

180 Degrees Program LLC.

Date: 4/2/2024

Signature:  6F4A9FA127F34AE...

Name: Dean Renfrow

Title: Program President