

INDEPENDENT CONSULTANT AGREEMENT FOR SERVICES REQ # Manual Req
 (Mental Health Services / ESS Clinician)

This Independent Consultant Agreement for Services ("Agreement") is made and entered into as of 06/03/2025, by and between the Redwood City School District ("District") and Effective School Solutions, LLC ("Consultant"), (together, "Parties").

The District is in need of Consultant's services and/or advice, and Consultant is free from the control and direction of District in connection with the performance of the Services (as defined below), both under the Agreement and in fact; Consultant's Services are outside the usual course of District's business; and Consultant is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

NOW, THEREFORE, in consideration for the agreements provided below and for other good and valuable consideration, the receipt and adequacy which are hereby acknowledged, the Parties agree as follows:

AGREEMENT TERMS

1. **Services.** Consultant shall provide only the services as described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on 07/01/2025 and will diligently perform as required and complete performance by 06/30/2026 unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Validity of Agreement.** This Agreement shall not be a valid contract until it is executed by both Parties, and approved or ratified by the District's Board of Trustees. Any Services performed by Consultant in advance of Board approval or ratification will be provided at the Consultant's risk.
4. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- X Signed Agreement
- X Workers' Compensation Certification – **Exhibit C**
- X Fingerprinting/Criminal Background Investigation Certification – **Exhibit D**
- x Tuberculosis Certification (for classified/certificated employees under contract) – **Exhibit E**
- X Insurance Certificates and Endorsements
- X W-9 Form
- Other: _____

5. **Compensation.** District agrees to pay Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Two hundred nine thousand Dollars (\$ 209,000.00). District shall pay Consultant according to the terms and conditions included at **Exhibit B**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District except as set forth in **Exhibit B**. Any payment terms in **Exhibit B** which are not consistent with this Agreement shall be null and void, and the terms of this Section and/or Agreement shall control.
6. **Materials.** Unless otherwise agreed to by the Parties pursuant to a separate agreement, Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by Consultant or Consultant's agents, personnel, employee(s), and/or subcontractor(s), even if such equipment is furnished, rented or loaned to Consultant by the District.
7. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant understands it is asked to retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit 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 District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant represents and warrants that: (i) Consultant is free from the control and direction of District in connection with the performance of the Services, both under the Agreement and in fact; (ii) Consultant's Services are outside the usual course of District's business; and (iii) Consultant is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant 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 Consultant's employees.

9. **Performance of Services.**

- 9.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant'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.
- 9.2. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement. By signing this Agreement, Consultant represents and warrants that Consultant and all Consultant's employees or agents have obtained and completed all certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services.
- 9.3. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant 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.
- 9.4. **Meetings.** If desired and agreed upon, Consultant and District may participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 9.5. **District Approval.** The Services provided herein must meet the approval of District. District may evaluate Consultant in any way District is entitled pursuant to applicable law, including, without limitation, announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s).
10. **Originality of Services.** If relevant and to the extent applicable to the Services, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
11. **Work Product.** If relevant and to the extent applicable to the Services, Consultant 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.
12. **Curriculum.** If relevant and to the extent applicable to the Services, all original curricular materials provided in conjunction with Consultant's Services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.

13. **Termination.**

- 13.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner. The Parties may decide to agree upon a mutual

termination date if immediate stoppage of Services is not practical or District requires additional time to find a replacement.

13.2. **With Cause by Either Party.** Either Party may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.2.1. material violation by either Party of any term of this Agreement; or

13.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage.

Written notice by the terminating Party 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 termination with cause by District, District may secure the required Services from another Consultant. If the expense, fees, and/or costs to District exceed the cost of providing the Service pursuant to this Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the terminating Party.

13.3. Upon termination, if relevant and to the extent applicable to the Services, Consultant shall provide the District with all documents produced, maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

14. **Indemnification.** To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

15. **Insurance.**

15.1. Consultant 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. To the extent reasonable, the Parties may negotiate these coverages and limits only upon the condition that they are approved by the District's risk manager.

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
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability Insurance (if applicable)	\$ 1,000,000
Workers' Compensation Insurance	Statutory Limits
Employer's Liability Insurance	\$ 1,000,000
Abuse and Molestation Insurance	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 3,000,000

15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

15.1.2. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance and Employer's 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. 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. That policy shall provide employer's liability coverage per accident for bodily injury or disease. Consultant shall complete the Worker's Compensation Certificate attached hereto as **Exhibit C**.

15.1.3. **Professional Liability (Errors and Omissions).** If applicable to the Services, Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

15.1.4. **Abuse and Molestation Insurance.** Abuse and Molestation Insurance shall protect the Consultant and the District from all claims of bodily injury (including emotional distress), personal injury, or advertising injury because of sexual abuse, molestation, or exploitation arising out of negligent hiring, training, and supervising practices by Consultant.

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

15.2.1. 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.

15.2.2. An endorsement for each policy stating that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.

15.2.3. An endorsement stating that District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employer's Liability Insurance. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

15.2.4. An endorsement stating that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

15.2.5. An endorsement stating that there shall be a waiver of any subrogation against the District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.

15.2.6. All policies except the Professional Liability, Workers' Compensation, and Employer's Liability Insurance Policies shall be written on an occurrence form.

15.2.7. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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 District.

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

17. **Employment with Public Agency.** To the extent applicable to Consultant's employee status with other public agencies, Consultant, if an employee of another public agency, agrees that Consultant 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.
18. **Non-Discrimination.** The District is committed to providing equal opportunity for all individuals in education. Consultant understands and agrees that in providing Services to the District, it is Consultant's obligation to comply with **Board Policy 0410 (Nondiscrimination in District Programs and Activities) and/or Board Policy 6141 (Curriculum Development and Evaluation)**, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The Services provided by Consultant shall not reflect adversely upon persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. By signing this Agreement, Consultant certifies that its programs, activities, and practices are free from discrimination and that it shall strictly adhere to and comply with District policies.
19. **Fingerprinting.** Pursuant to Education Code Section 45125.1, prior to the commencement of any services by Consultant, Consultant shall ensure that it and any of its personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Consultant) ("Consultant Personnel") who may interact with pupils outside the immediate supervision and control of the student's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 on file with the District, and shall not permit any Consultant Personnel to provide services to the District until the California Department of Justice has determined that none of the Consultant Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1. The Fingerprinting/Criminal Background Investigation Certification attached hereto as **Exhibit D** must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall also apply to any work performed by Consultant Personnel while on a school site:
- 19.1. All site visits shall be arranged through the District;
 - 19.2. Consultant Personnel shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 19.3. Consultant Personnel shall check in with the school office each day immediately upon arriving at the school site;
 - 19.4. Once at such location, Consultant Personnel shall not change locations without contacting the District;
 - 19.5. Consultant Personnel shall not use student restroom facilities; and
 - 19.6. If Consultant Personnel find themselves alone with a student, Consultant Personnel shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
20. **Tuberculosis Certification.** The Tuberculosis Certification must be completed and attached to this Agreement for any person employed under contract in a certificated or classified position per Education Code Section 49406.
21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
22. **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.

23. **Confidentiality.** Consultant and all Consultant’s agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **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 deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District:

Redwood City School District
 ATTN: Business Office
 750 Bradford Street
 Redwood City, CA 94063

Consultant:

Effective School Solutions LLC
 ATTN: Duncan Young
 ADDRESS: [REDACTED]
 EMAIL: [REDACTED]

Any notice personally given or sent by electronic mail 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. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

25. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in San Mateo County, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant’s right to bring a civil action against District.
26. **Attorney’s Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
27. **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.
28. **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 San Mateo County, California.
29. **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.
30. **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.
31. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.
32. **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.

33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
35. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
36. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
37. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

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.

Dated: _____

Dated: 06/04/2025

Redwood City School District

Consultant/Company: Effective School Solutions LLC

By: _____

By: Duncan F. Young

Print Name: Rick Edson RE

Print Name: Duncan F. Young

Print Title: Chief Business Official

Print Title: CEO

Redwood City School District

Dated: _____

By: _____

Print Name: John R. Baker, Ed.D

Print Title: Superintendent

Information regarding Consultant:

License No.: _____

Employer Identification and/or
Social Security Number

Registration No.: _____

Address: 

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Consultant to furnish the information requested in this section.

Telephone: 

Facsimile: _____

E-Mail: 

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: _____
 Limited Liability Company
 Other: _____

**EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant's entire Proposal is **not** made part of this Agreement.

See attached service order and scope of work

**EXHIBIT B
HOURLY BILLING RATES AND/OR UNIT PRICES**

See attached service order and scope of work

EFFECTIVE SCHOOL SOLUTIONS, LLC
Service Order

All Services will be provided pursuant to the accompanying Additional Terms and Conditions for the Purchase of Services (the “Terms”). Capitalized terms in this Service Order have the same meaning as in the Terms.

Service Order Effective Date: July 1, 2025

Service Order Expiration Date: June 30, 2026

Service Delivery Start Date: July 1, 2025

District Name: Redwood City School District

District Address: 750 Bradford St. Redwood City, CA 94063

School(s) receiving Services: Taft Elementary School

(subject to change based on mutual written agreement by ESS and the District)

Effective School Solutions, either directly or through its other affiliated professional entity(ies) (collectively, “ESS”), will provide the Services for the Term.

District to complete the following table:

Department	Contact Name	Contact Email	Contact Phone #
Business/Contracts (Executed copy of the Agreement will be sent here)			
Billing/Invoices			
District Human Resources			

Services:*

Service	# of Units
Tier 3 Intensive Clinical Services*	One (1) clinician/cohort at Taft Elementary School
Tier 2-3 Flex Clinical Services*	N/A
Tier 2*	N/A
Wellness Coach/Care Support Specialist Services	N/A
Schoolwide Tier 2 Crisis Assessment and Response Services	N/A
Mental Health Technician (MHT) Services	N/A
Professional Development (PD) Group Sessions**	Up to six (6) hours
Professional Development Coaching	N/A
Consulting	N/A
Supervision and Oversight	Included
Risk Management by ESS Quality Management Clinical Expert	Included
Regional Vice President support	Included
Data Analysis, Progress Monitoring, and Infrastructure Support Services Including quarterly formal reports and MindBeat Pulse Dashboard, Relias Training Platform for ESS clinical staff, Data Storage Warehouse, Arctic Wolf Digital Security Services, Electronic Medical Record (EMR) licenses for ESS clinical staff, secure clinical data storage, furniture to equip therapeutic spaces, implementation start-up meetings, and clinician laptop(s).	Included
ESY Services for Summer 2025 ***	Included for one (1) additional full-time clinician
Additional Services and Notes:	

* See Exhibit 1 for cohort sizes and session frequency for each tier of service

**Embedded PD hours are only to be used from the ESS PD library and cannot be substituted for other paid PD services

*** The ESY summer program is a five-week program scheduled during the months of June-August and includes twice-weekly group therapy sessions of seventy-five (75) minutes each and individual or family therapy sessions every other week. ESY includes up to 10 students per full time licensed ESS staff member assigned.

Fees; Payment.

School Year Pricing (inclusive of all clinical, professional development and consulting services)	School Year Annual Amount	School Year Monthly Amount	District Election (check only one box; selection must match election in Authorization section below)
Price Without Reimbursement	25-26 SY: *\$200,000	25-26 SY: \$20,000/mo.	<input checked="" type="checkbox"/>

*If executed contract is received by 5/1, early return pricing shall be \$198,000 for a one-year contract with monthly amounts adjusted accordingly.

Extended School Year (ESY) Pricing	ESY Annual Amount	ESY Monthly Amount	District Election (check only one box; selection must match election in Authorization section below)
Price Without Reimbursement	Summer 2025: \$9,000	\$900/mo.	<input checked="" type="checkbox"/>

District Reimbursement Authorization Election.

During the Term, the District:

- Authorizes ESS to submit claims for Services provided to the District's students who are covered beneficiaries under **both insurance and Medicaid** (as those terms are defined in the Terms). If the District currently bills Medicaid for Services but intends to stop billing some or all Services to enable ESS to commence billing, **Exhibit 2** govern.
- Authorizes ESS to submit claims for Services provided to the District's students who are covered beneficiaries under **insurance only**.
- Does not authorize** ESS to submit claims for Services provided to the District's students under either insurance or Medicaid.

The District's reimbursement election will not result in any changes to the Services delivered, to parents incurring out-of-pocket costs, or create additional workload for District staff.

Total Fee: \$209,000

- a. For the Term, the District will pay ESS the Total Fee for all Services covered in this Service Order.
- b. The District will pay the Total Fee, excluding fees for ESY, in accordance with the following payment schedule:

- 25-26 SY: \$200,000

Monthly payments as follows:

- 8/25-6/26: \$20,000/mo.

- c. The District will pay any fees related to ESY in accordance with the following payment schedule:

- 25-26 SY: Included at \$9,000

Monthly payments as follows:

- 6/25-3/26: Ten (10) payments of nine hundred dollars (\$900) each

This Service Order may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Facsimile or pdf signatures will be deemed as effective as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year below written.

EFFECTIVE SCHOOL SOLUTIONS, LLC

REDWOOD CITY SCHOOL DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

**Exhibit 1
Program Model Details**

Program Model Details	Tier 3 Intensive	Tier 2-3 Flex	Tier 2
Group Therapy (max size = 10/group)	Up to daily	Up to weekly	Up to weekly
Individual Therapy	Up to weekly	Up to weekly (as appropriate)	Up to weekly
Family Therapy	Up to bi-weekly	Up to monthly	Up to monthly
Urgent & “Push In” Support	Included	Included	As needed
Parent/Caregiver Support Group	Included	Included	Included
Screening and Assessment	Included	Included	Included
Crisis Assessment for Students in Cohort	Included	Included	Included
Structured Lunch for Students in Cohort	Included	Included	N/A
Participation/Facilitation of Teacher-led Study Skills Class	Included	Included	N/A
Max Caseload per Clinician (assumes all students in same tier)	10	15-20	15-20

Exhibit 2

The Service Delivery Start Date will be the default authorization date for ESS to begin billing Medicaid and/or commercial insurance for any service for which ESS is authorized to bill in accordance with the table below. If a different date is entered in the column marked “Authorized Date”, then ESS will be authorized to begin billing Medicaid and/or commercial insurance for services provided on or after such Authorized Date.

District to complete the following table, as applicable to implementation:

CPT Code	CPT Code Definition	Service Definition	ESS Authorized to Bill	Authorized Date (if applicable)	ESS Not Authorized to Bill
90832	Psychotherapy, 30 minutes (16-37 minutes)	Individual Therapy Session	<input type="checkbox"/>		<input checked="" type="checkbox"/>
90834	Psychotherapy, 45 minutes (38-52 minutes)	Individual Therapy Session	<input type="checkbox"/>		<input checked="" type="checkbox"/>
90837	Psychotherapy, 60 minutes (53 minutes and over)	Individual Therapy Session	<input type="checkbox"/>		<input checked="" type="checkbox"/>
90846	Family psychotherapy, without patient present	Family Therapy Session, without the student	<input type="checkbox"/>		<input checked="" type="checkbox"/>
90847	Family psychotherapy, with patient present	Family Therapy Session with the student	<input type="checkbox"/>		<input checked="" type="checkbox"/>
90853	Group Psychotherapy (not family)	Group Therapy Session	<input type="checkbox"/>		<input checked="" type="checkbox"/>
90839	Psychotherapy for crisis, 60 minutes (3074 minutes)	Therapy session to support a Crisis	<input type="checkbox"/>		<input checked="" type="checkbox"/>
90791	Psychiatric Diagnostic Evaluation (usually just one/client is covered)	Initial Mental Health Assessment	<input type="checkbox"/>		<input checked="" type="checkbox"/>

ADDITIONAL TERMS AND CONDITIONS

1. General.

- a) These terms and conditions, including any exhibits or appendix attached hereto (these “Terms”) govern the purchase of services between Effective School Solutions, LLC (“ESS”), and the party whose name appears on the service order, (the “District”). The services (“Services”) are defined in the service order to which these Terms are attached (the “Service Order”). These Terms (together with the District’s Independent Consultant Agreement for Services, the Service Order, the “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The parties acknowledge that to comply with applicable law, the Services will be provided either directly by ESS or through any of its other affiliated professional entities. When such affiliated professional entities are providing such Services, references to “ESS” relating to the provision of Services in the Agreement will also include the applicable ESS affiliated professional entity(ies).
- b) To the extent that a provision of these Terms conflicts with a provision of the Service Order, the provision of these Terms will control, unless the Service Order expressly states that a provision is intended to modify a specifically identified provision of these Terms. To the extent that these Terms and/or the Service Order conflicts with the District’s Independent Consultant Agreement for Services, the District’s Independent Consultant Agreement for Services will control.
- c) Capitalized terms in these Terms have the same meaning as in the Service Order.

2. ESS Personnel.

- a) Individuals performing the Services (collectively, “ESS Personnel”) will have the necessary skills, experience, and qualifications to perform the Services, including but not limited to holding any licenses or certifications required to perform the Services in accordance with applicable state laws. All ESS Personnel will have satisfactorily completed all statutory requirements, including without limitation, applicable criminal history record checks, before providing Services to the District.
- b) The ESS Personnel will work under ESS’s direction and supervision of ESS, in conjunction with staff designated by the School.

3. Provision of Services.

- a) The term (“Term”) of the Agreement will be the period commencing on the Service Order Effective Date (as specified in the Service Order) and ending on the Service Order Expiration Date (as specified on the Service Order), unless terminated earlier in accordance with this Agreement. During the Term, ESS will provide all Services and all ESS Personnel (defined below) will be present at all times during normal School hours on regularly scheduled School days during the regular school year (each, a “School Year”), in accordance with the School’s published academic calendar, except as otherwise specified in this Agreement or as agreed in writing between ESS and the District, subject to the following:
 - i. Multi-family therapy sessions and some individual family therapy sessions may be scheduled at the School during evening hours at ESS’s discretion.
 - ii. In the event any ESS Personnel is absent, if requested by the District, ESS will exert its best efforts to assign a qualified substitute (either in-person or virtual if an in-person substitute is unavailable) to provide the Services. ESS will provide the District, if requested, with a credit of three hundred (\$300) dollars for each day of service missed by an ESS Personnel for whom an in-person or virtual substitute cannot be offered to the District, after an aggregate total of seven absences per number of contracted mental health professionals during the school year.

- iii. If the student is absent on the date the individual or family therapy session is scheduled, or school is not held on the scheduled day for the Services, such Services will not be rescheduled and will not be considered an absence.
 - iv. Days during which there is an extended School facility closure (e.g., for public health reasons) will not constitute “regularly scheduled School days”. Missed sessions due to extended School facility closures will not be considered absences. ESS may, in consultation with District personnel, make reasonable modifications to the delivery of the Services in the event of a School facility closure, the implementation of required virtual learning, staggered schedules, and/or other modifications to address public health guidance or other extraordinary circumstances beyond both parties’ control.
- b) ESS will be reasonably available prior to the start of each School Year for consultation for preparation of the launching of Services and to provide parent informational sessions to help assist in the transition of students returning to the School and entering ESS programming. Furthermore, in the weeks preceding the beginning of each School Year, ESS will provide all necessary clinical evaluations of students to ensure that they are appropriate for ESS programming.
 - c) In consultation with the District, ESS may prorate the Fee based on the number of ESS Personnel available at the start of the School Year or in the event of other extraordinary circumstances.
 - d) ESS will have sole discretion to determine whether a student can enter or remain in the cohort of students served (the “Cohort”) once a student has been referred by the School for Services. However, it is expressly understood that the primary reason for ESS to either reject a student or remove a student from the Cohort, after considering the input of the appropriate personnel of the School, is a student’s unwillingness to appropriately participate in the Services outlined in the Agreement or, in the sole opinion of the ESS Personnel, the student is a danger to themselves or others.
- 4. District Responsibilities.** The District shall (each a “District Responsibility”):
- a) Assist ESS in obtaining all consents that ESS determines are necessary and/or appropriate under applicable laws and/or professional standards for the provision of Services.
 - b) Designate ESS as a “school official” by the District for the purpose of providing Services to students pursuant to the terms of the Agreement.
 - c) Cooperate with ESS in ESS’ actions to comply with Equal Employment Opportunity laws and guidance, including but not limited to providing reasonable accommodations to ESS’ employees for disabilities, pregnancies, and sincerely held religious beliefs as required under federal, state, and local law.
 - d) Not have the authority to counsel, discipline, or terminate the employment of any ESS Personnel. Rather, the District agrees to provide timely feedback to ESS of any concerns about ESS Personnel or the Services, to enable ESS to address such concerns as promptly as possible. If, after good-faith discussions, the District remains unsatisfied with any ESS Personnel for any lawful reason, the District may request a change in the professional assigned, in writing. ESS will honor such requests as quickly as possible but in no event later than seventy-five (75) days from ESS’s receipt of the written request.
 - e) Provide ESS with the following:
 - i. a confidential office that complies with applicable public health and safety laws for the mental health professionals to provide individual therapy sessions at the School;
 - ii. a classroom or similar space that complies with applicable public health and safety laws to conduct group therapy sessions, multifamily therapy groups and study skills classes; if ESS provides furniture at its

expense per a Service Order, the District will maintain responsibility for the costs of any removal of such furniture at the termination of the contract.

- iii. filing cabinet(s) with locking mechanisms to secure confidential records;
 - iv. use of telephones for each assigned mental health professional at no cost to ESS;
 - v. Internet access with connectivity during regularly scheduled school days or reimbursement to ESS of the cost of hotspot devices;
 - vi. access to its primary point of contact for the Service Order, its superintendent, and business administrator for at least two meetings per year with ESS, one to occur on or around the first quarter of each School Year and the other to occur on or around the mid-point of each School Year; and
 - vii. access to student education records including grades, attendance rates and disciplinary incidents for each student in the Cohort, in a manner prescribed by the District, subject to state and federal requirements for confidentiality of student education records and personally identifiable information.
- f) Obtain any and all consents required to be obtained by applicable laws, regulations and/or District policies and provide any and all notices required to be provided by applicable laws, regulations and/or District policies in connection with ESS's provision of crisis assessment, response, and re-entry provided by ESS under the Agreement for any crisis assessment services that the District requests for students outside of the Cohort. Further, the District shall file any reports with governmental authorities that are required to be filed by applicable laws and regulations in connection with ESS's provision of crisis assessment, response and re-entry provided by ESS under the Agreement.
- g) Request professional development training at least thirty (30) days in advance of the training, provided that ESS will not be obligated to provide more than one individual per professional development training, and ESS's provision of professional development training on staff development days shared with multiple districts will be subject to the availability of ESS Personnel.
- h) ESS will not be responsible for any delays or inability to provide the Services to the extent attributable to the District's delay in fulfilling or failure to fulfill any District Responsibility or any other obligations in the Agreement.

5. FERPA; Records; Proceedings.

- a) All records of the Services provided by ESS to students of the District will be considered Education Records, as defined by the Family Educational Rights and Privacy Act (FERPA), and will be maintained by ESS in accordance with applicable law on behalf of the District. ESS will make all records of Services provided to such students in the Cohort available to the District upon request or as required in order to deliver Services to the student at issue, including but not limited to, in the event of a due process hearing under state or federal law. ESS will provide parents/students with an acknowledgement for their signature, confirming that any information received by ESS from the student may become part of the student's Education Record retained by the District. Upon request, ESS will provide the District access to all original records pertaining to that student. Any records retained by ESS will continue to be treated as Education Records pursuant to FERPA. Notwithstanding the foregoing, if ESS becomes a state-licensed healthcare entity during the Term, ESS's records could become subject to the Health Insurance Portability and Accountability Act (HIPAA) and applicable state patient privacy laws. If that occurs, ESS will notify the District in writing, and ESS will comply with all applicable requirements. In all cases, to the extent that confidential student education or health records or other confidential student information comes into ESS's possession, ESS will not further disclose that information without appropriate parental consent unless required or permitted by applicable law.

- b) If ESS or ESS Personnel is requested by a third party (pursuant to a subpoena or otherwise) to provide documents, testimony, or other information concerning the School, its personnel, or students, ESS will provide notice to and seek guidance from the District before responding to any such request, unless ESS reasonably believes it is prohibited by law from doing so. In addition, ESS will use its best efforts to comply with any and all laws and regulations concerning the disclosure of information that is covered by FERPA, HIPAA, or other applicable law.

6. Payment Terms.

- a) Payment will be made consistent with the schedules listed on the Service Order.
- b) Payment will be made via ACH transfer or via check payable to School Mental Health Solutions, A License Clinical Social Worker Corporation.
- c) Unless otherwise specified in the Service Order, the first payment will be due on September 1 of the first School Year specified in the Service Order. Subsequent payments will be due on the first day of every month thereafter.
- d) Nonpayment of fees ninety (90) days following the invoice due date will incur a late payment charge of the lesser of one and a half percent (1.5%) per month or the maximum rate allowed by law, and the District will be obligated to pay ESS all costs and expenses that ESS incurs in connection with the collection of any unpaid invoice, including reasonable legal fees.
- e) The District agrees to work proactively with ESS to schedule dates of the delivery of ESS Services related to professional development, and the District will ensure the availability of the District's staff for delivery of such Services. Unused units will not roll over to a subsequent school year, renewal, or any new Service Order.

7. Reimbursement. Subject to the District's election in the Service Order, the District hereby agrees that, as of the Service Order Effective Date and throughout the Term of the Agreement, ESS may submit claims for Services provided to students who are covered beneficiaries under commercial or private health insurance plans (collectively "insurance") and/or to Medicaid or Children's Health Insurance Plan ("CHIP") (collectively "Medicaid") for the Services provided to the District's students, as indicated in the Service Order, subject to the following:

- a) The District may send or ESS, on behalf of the District, may send a general communication (*e.g.*, email, pamphlet, or flyer) to parents or guardians of students regarding the option to allow ESS to bill insurance and/or Medicaid.
- b) ESS will provide notice to parents and guardians pursuant to 34 C.F.R. 300.154 and 300.503. ESS will subsequently obtain written consent from parents or guardians who agree that ESS may access their insurance plans or Medicaid benefits, and ensure the consent complies with the requirements at 34 C.F.R. Part 99 and Part 300, where applicable.
- c) ESS will collect insurance and/or Medicaid information from parents or guardians of students who agree to ESS billing their insurance plans.
- d) ESS may submit eligible claims for reimbursement of Services to insurance or Medicaid payers through a third-party administrator or billing services organization.
- e) **The District warrants that it does not currently, nor will it for the term of the Agreement, bill insurance or Medicaid for any Services reflected in the Service Order, except for any Services specifically**

indicated in Exhibit 2 of the Service Order, if any. To the extent that the District bills insurance or Medicaid for any Services provided by ESS to a student of the District:

- i. Such Services, including each Service's Current Procedural Terminology ("CPT") code, shall be identified in Exhibit 2 of the Service Order; and
- f) Each party agrees to assume full responsibility and obligations for all Services billed to insurance and/or Medicaid under the Agreement, for the specific dates each party billed insurance and/or Medicaid, including but not limited to, payments, recoupments, audits, overpayments, under payments, billing errors, fines, penalties, and tax liability, if any.
- g) **Compliance with Laws.** ESS and the District each represent and warrant that it will comply with applicable federal, state, and local employment, labor, public health and safety laws, and public health guidance in the conduct of the work supported by the Agreement, and that it will cooperate with the other in the other's compliance with such laws and guidance.

8. Indemnification; Limitation of Liability.

- a) Notwithstanding any terms related to indemnification in the District's Independent Consultant Agreement for Services, the Parties agree that, to the furthest extent permitted by California law, each Party shall indemnify and hold harmless the other, including any Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers of the Indemnified Party from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Indemnifying Party. The Indemnifying Party shall, to the furthest extent permitted by California law, defend the Indemnified Party at its own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by the Indemnified Party where such approval is not to be unreasonably withheld.

9. Renewal; Termination.

- a) Unless otherwise explicitly stated on the Service Order, the District will notify ESS of its intent to renew or not renew the Agreement for the following School Year by April 1 of the year of the Service Order Expiration Date. If the District fails to provide such notice, ESS may notify students and families receiving Services from ESS of the discontinuation of Services within forty-five (45) days prior to the end of the School Year, consistent with therapeutic best practices.
- b) The Agreement may be terminated for Cause upon written notice. With respect to the termination of the Agreement by the District, the term "Cause" means the following: Gross misconduct of an ESS employee that is significantly injurious to the District or the material breach by ESS of any material provision of the Agreement and failure to cure the aforementioned within fifteen (15) business days after receipt of written notice of such breach. With respect to the termination of the Agreement by ESS, the term "Cause" means the following: The District's material breach of any material provision of the Agreement and failure to cure same within fifteen (15) business days after receipt of written notice of such breach.

EXHIBIT C

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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 satisfactory proof 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 Services of this Agreement.

Date: 06/04/2025

Name of Consultant: Effective School Solutions LLC

Signature: *Duncan F. Young*

Print Name and Title: Duncan Young, CEO

(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 District prior to performing any Services under this Agreement.)

EXHIBIT D
FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Independent Consultant Agreement for Services ("Agreement") between the Redwood City School District ("District") and Effective School Solutions LLC ("Consultant"):

One of the boxes below must be checked with regard to Consultant and Consultant's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Consultant who will provide services under the Agreement) ("Consultant's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

At least one box below has been selected

- Fingerprinting/Background Check requirements do not apply because Consultant/Consultant's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

- Consultant/Consultant's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:
 - _____ The services provided by Consultant/Consultant's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]

 - _____ Consultant/Consultant's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

 - _____ Consultant/Consultant's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

- Consultant is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Consultant has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Government Code Section 45122.1.

- Consultant is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Consultant's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the

subsequent arrest service. A complete and accurate list of Consultant's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Consultant's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONSULTANT CERTIFICATION

I am a representative of the Consultant entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Consultant. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Consultant's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Consultant's Personnel throughout the duration of the Agreement. **A list of Consultant's Personnel is attached hereto as Attachment A.**

Date: 06/04/2025

Consultant: Effective School Solutions LLC

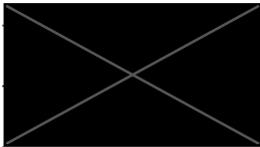
Signature: *Duncan F. Young*

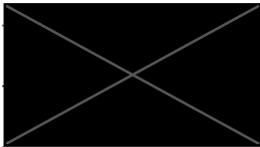
Print Name: Duncan Young

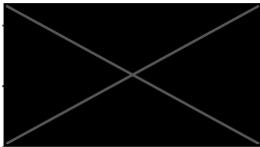
Title: CEO

ATTACHMENT "A" to FINGERPRINT CERTIFICATION

Consultant's Personnel

Name/Company:  _____

Name/Company:  _____

Name/Company:  _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

EXHIBIT E
TUBERCULOSIS CERTIFICATION

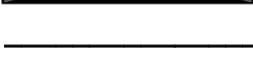
***In accordance with the tuberculosis ("TB") certification requirements of
Education Code section 49406 (Contract Employees Only)***

With respect to the Agreement between the Redwood City School District ("District") and Effective School Solutions LLC _____ ("Consultant"):

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

Consultant hereby certifies to the District that it and, if applicable, its employees shall only have limited or no contact (as determined by the District) with District students at all times during the Term of this Agreement; OR

Consultant and, if applicable, the following employees of Consultant shall have more than limited contact (as determined by the District) with District students during the Term of this Agreement and, at no cost to the District, has or have received a TB risk assessment or examination in full compliance with the requirements of Education Code section 49406:

1.  _____
2.  _____
3. _____
4. _____
5. _____
6. _____
7. _____

[Attach and sign additional pages, as needed.]

Consultant shall maintain on file the certificates showing that the individuals listed above submitted a TB risk assessment, and, if TB risk factors were identified, were examined to determine that he or she is free of infectious TB. These forms shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

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

CERTIFICATION

I am the Consultant or a representative thereof, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is Consultant's sole responsibility to maintain, update, and provide the District with current "Tuberculosis Certification," along with the employee list, throughout the duration of Consultant's-provided services.

Date: 06/04/2025

Name of Consultant: Effective School Solutions LLC

Signature: Duncan F. Young

Print Name and Title: Duncan Young, CEO