



PERSONAL SERVICES CONTRACT

Contract No:

2204353

This Contract is made and entered into by and between:

| | |
|---|---|
| SeeChange, LLC Suite 356 4207 SE Woodstock Blvd Portland, OR 97206 | Beaverton School District 16550 SW Merlo Road Beaverton, Oregon 97003 Attention: Procurement and Contracting |
|---|---|

SCOPE OF WORK: SeeChange, LLC (SeeChange or Provider) will deliver to Beaverton School District (BSD or District) all the work including all materials and reports both oral and written described in Exhibit B – Scope of Work and Compensation schedule.

SUPERSEDING EFFECT:

There are no covenants, promises, Contracts, conditions or understandings between the Parties, either oral or written, other than those contained in this Contract. This contract and all exhibits and attachments hereto together constitute the entire Contract between the Parties (listed in order of precedence): 1) Amendments to This Contract; 2) This Contract including Exhibit A Terms and Conditions; and 3) Exhibit B Statement of Work and Compensation schedule.

Any Provider Response (proposals) attached to this Contract are incorporated solely for: (i) any statement of fees and schedule that is consistent with the terms of the District solicitation, this Contract and Exhibit A to this contract and (ii) any statement of Provider's and its sub-contractors' scope of services that is consistent with the remainder of this Contract, or that provides basic services in addition to those stated in this Contract. No other provisions of any proposal are part of this Contract, including without limitation any purported limitation on liability. To the extent that a proposal term otherwise conflicts with the terms of this Contract or is not included in this Contract, such proposed terms are void and are expressly and wholly subject to the terms of this Contract. In the event of overlap or inconsistency between the provisions of such proposals and the other terms of this Contract, the provision that provides a better quality or quantity of service to District shall control.

CONSIDERATION:

Provider shall furnish all services and materials necessary for the accomplishment of the work for the total sum of One Hundred Fifty-Five thousand Six Hundred dollars (\$155,600.00). The Contract number above shall be included on all invoices and correspondence relating to this contract.

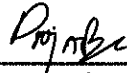

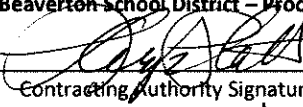
CONTRACT START DATE: December 15, 2021

CONTRACT END DATE: July 31, 2022

CONTACT WITH STUDENTS:

All Providers are subject to Law Enforcement Data System background check. The Provider must not have unsupervised contact with students. When unsupervised contact with students is requested by the District, Provider must be fingerprinted (\$75.00 fee). In addition any Provider personnel who will be in direct or indirect contact with students on BSD premises must comply with COVID-19 vaccination requirement (term 21 of the attached Terms and Conditions) and submit the Vaccination Attestation prior to entering any BSD premise or beginning work.

In consideration of the mutual covenants, stipulations and agreements, the Parties hereto do agree and acknowledge that they have read and understand this Contract and agree to be bound by its terms and conditions:

| | | |
|---|---|---------------------------------|
| BSD Project Representative: |  | 12/10/21 |
| Signature | Vendor / Contractor Authority Signature | Date |
| Print Name | Pooja Bhatt | Co-Founder and Managing Partner |
| Date | Print Name | Title |
| Email | (503) 512-9895 | pooja@seechangenw.org |
| | Phone | Email |
| BSD Cost Center Authority: | Beaverton School District – Procurement and Contracting: | |
|  |  | 16 - DEC - 2021 |
| Signature | Contracting Authority Signature | Date |
| Print Name | MIKE SCHMITT | PURCHASING MANAGER |
| Date | Title | Email |

Not a valid Contract until all signatories are complete

This contract is pursuant to Oregon Revised Statutes (ORS 279 A, B and C) and Beaverton School District Public Contracting Rules.

Requisition # 565469

EXHIBIT A – BEAVERTON SCHOOL DISTRICT PERSONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS

These terms and conditions apply to all purchases of services by or on behalf of the Beaverton School District unless specifically provided otherwise in writing.

1. Assignment. Provider shall not subcontract, assign, or transfer any of its interest in this Contract without the District's prior written consent.

2. Compliance with Laws. Provider certifies that in performing this Contract they will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders. Provider expressly agrees to comply with: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659.425; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations administrative rules established pursuant to the foregoing laws; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable. All laws, regulations and executive orders applicable to the Contract are incorporated by reference where so required by law.

3. Changes. The District may make written changes to this contract. If such change causes an increase or decrease in the consideration or the time required to perform, an equitable adjustment shall be made and the Contract modified in writing.

4. Force Majeure. Neither the District nor Provider shall be held responsible for delay or default caused by any contingency beyond their control, including, but not limited to war or insurrection, epidemic or pandemic, strikes or lockouts by the parties' own employees, walkouts by the parties' own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the District.

5. Activities away from and/or after normal School hours. In performance of Provider services neither the District nor its employees will be regarded as having assumed and exercised control over the transportation or supervision of students so as to incur any liability in case of injury to the students. Provider assumes responsibility and control of students during all activities in performance of contracted services.

6. Contact With Students: All Providers are subject to Law Enforcement Data System background check. The Provider must not have unsupervised contact with students. When unsupervised contact with students is requested by the District, Provider must be fingerprinted (\$75.00 fee).

7. Governing Law. The laws of the State of Oregon shall govern this contract. Any action or suit commenced in connection with this contract shall be in the Circuit Court of Washington District or the Federal District Court for Oregon. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the

Court, including any appeal. All rights and remedies of District and Consultant shall be cumulative and may be exercised successively or concurrently.

8. Indemnification and Hold Harmless. Except for claims arising out of acts caused by the sole negligence of the District, its Administrators or employees, the Provider agrees to indemnify and hold harmless the District and its board members, administrators, teachers, employees and agents, from acts or omissions of any nature whatsoever of the Provider, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of the District there from. The Provider agrees to indemnify and hold harmless the District and its board members, administrators, teachers, employees and agents, from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Contract.

9. Independent Contractor. The services provided under this Contract are those of an independent contractor. Provider is not an officer, employee or agent of the District. Although the District reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, the District cannot and will not control the means or manner of Provider's performance.

10. Insurance. Provider shall purchase and maintain:

- a. WORKER'S COMPENSATION as required by law.
- b. EMPLOYER'S LIABILITY in the minimum amount of \$1,000,000 when the Provider has one or more employees performing services under the contract.
- c. COMPREHENSIVE AUTOMOBILE LIABILITY including owned, non-owned and hired vehicles: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and in the aggregate.
- d. COMPREHENSIVE GENERAL LIABILITY to include premises operations, independent Providers, products/completed operations, and blanket contractual, occurrence-based policy: \$1,000,000 per Single Limit Bodily Injury, Property Damage, and personal injury any one occurrence and \$2,000,000 in the aggregate.
- e. PROFESSIONAL LIABILITY. Consultant shall maintain in force during the duration and through completion of this Contract (and, if it is a claims made policy, for one year following completion of the project) a professional liability policy, in the minimum amount of \$1,000,000.
- f. CERTIFICATES OF INSURANCE. The District, its employees, officials, and agents shall be named as an Additional Insured on general liability and automobile policies and shall be provided a copy of the additional insured endorsement. Such insurance shall be primary. Certificates of Insurance shall be issued, prior to the commencement of the contract, to Beaverton School District, Attn: Risk Department, 16550 SW Merlo Rd, Beaverton, OR 97003. Such insurance shall be

EXHIBIT A – BEAVERTON SCHOOL DISTRICT PERSONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS

maintained in full force and effect throughout the entire term of the contract and any extensions thereto. The Provider agrees to pay for the insurance specified and agrees to provide the District with a 30 days' notice of cancellation if non-renewal occurs during the contract period. Insurance companies must have a minimum of an A rating.

- g. The District reserves the right to require additional insurance which will be delineated in an attachment to this Contract.

11. Ownership of Work Product. All work product of Provider that results from this Contract is the exclusive property of the District. Provider hereby irrevocably assigns to the District all of its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Provider forever waives any and all rights relating to the work product including any and all rights arising under Title 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or modifications.

12. Representations. Provider represents and warrants to the District that (1) Provider has the power and authority to enter into and perform this Contract, (2) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (3) Provider shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.

13. Responsibility for Taxes and Withholding. Provider shall be responsible for all federal or state taxes applicable to compensation paid to Provider under this Contract. The District will not withhold from such compensation any amount(s) to cover Provider's federal or state tax obligations. Provider is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Provider under this Contract.

14. Severability. If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

15. Termination.

- a. **Terminate For Convenience.** This Contract may be terminated at any time by mutual written consent of the parties, or the District may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days' notice to Provider.
- b. **The District's Right to Terminate For Cause.** The District may terminate this Contract, in whole or in part, immediately upon notice to Provider, or at such later date as the District may establish in such notice, upon the occurrence of any of the following events:

- (i) The District fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Provider's Work;
 - (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited, or the District is prohibited from paying for such Work from the planned funding source;
 - (iii) Provider no longer holds any license or certificate that is required to perform the Work; or
 - (iv) Provider commits any material breach or default of any covenant, warranty, obligation or Contract under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Provider's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of the District's notice, or such period as the District may specify in such notice.
- c. **Provider's Right to Terminate for Cause.** Provider may terminate this Contract upon 30 days' notice to the District if the District fails to pay Provider pursuant to the terms of this Contract and the District fails to cure within 30 business days after receipt of Provider's notice.
 - d. **Enforcement.** Termination under any provision of this Contract shall not extinguish or prejudice the District's right to enforce this Contract with respect to any breach of a Provider warranty or any defect in or default of Provider's performance that has not been cured, including any right of the District to indemnification by Provider. If this Contract is so terminated, Provider shall be paid in accordance with the terms of the contract for services rendered and accepted.
 - e. **Remedies.** In the event of termination pursuant to above, Provider's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the District, less previous amounts paid. If previous amounts paid to Provider exceed the amount due to Provider under this subsection, Provider shall pay any excess to the District upon demand.
 - f. **Provider's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Provider shall immediately cease all activities under this Contract, unless the District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Provider shall deliver to the District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed.
 - g. **Limitation of Liabilities.** Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising

EXHIBIT A – BEAVERTON SCHOOL DISTRICT PERSONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS

solely from the termination of this contract in accordance with its terms.

16. Confidential information. Provider acknowledges that it or its employees, sub-contractors, or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of District or District's clients. Any and all information provided by District or marked confidential, or identified as confidential in a separate writing, that becomes available to Provider or its employees, sub-contractors, or agents in the performance of this Contract shall be deemed to be confidential information of District ("Confidential Information"). Any reports or other documents or items including software, that result from Provider's use of the Confidential Information and any Work Product that District designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Provider) publicly known; (b) is furnished by District to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Provider's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than the District without the obligation of confidentiality; (e) is disclosed with the written consent of the District; or (f) is independently developed by employees or agents of Provider who can be shown to have had no access to the Confidential Information.

a. **NON-DISCLOSURE.** Provider agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Provider uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to the District under this Contract, and to advise each of its employees, sub-contractors, and agents of their obligations to keep Confidential Information confidential. Provider shall use its best efforts to assist the District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Provider shall advise the District immediately in the event Provider learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Provider will at its expense cooperate with the District in seeking injunctive or other equitable relief in the name of the District or Provider against any such person. Provider agrees that, except as directed by the District, Provider will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at the District's request, Provider will turn over to the District all documents, papers, and other matter in Provider's possession that embody Confidential Information.

b. **INJUNCTIVE RELIEF.** Provider acknowledges that breach of this Section, including disclosure of any Confidential Information, will give rise to irreparable injury to the District that is inadequately compensable in damages. Accordingly, the District may seek and obtain injunctive relief against the breach or threatened breach of this Section, in addition to any other legal remedies that may be available. Provider acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the District and are reasonable in scope and content.

17. FERPA.

Provider agrees to comply with both FERPA and corresponding Oregon law respecting student education records. Personally identifiable information obtained from the District by the Provider in the performance of their services: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians and (ii) will be used only to fulfill the Provider's responsibilities under this Contract.

18. Federal Grant Regulations. When this Contract is marked as federally funded, Provider must follow the additional terms and conditions under 2 C.F.R § 200.326 and 2 C.F.R part 200 .

19. Waiver. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and not custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

20. Suspension of Services. The District may suspend Provider's right/obligation to provide services without prior notice to the Provider, and at the sole discretion of District, in the event of a declared or de-facto condition which makes continued provision of the services to be not in the best interests of the District. The District will not be obligated to pay for services not provided.

21. Public Health Requirements. The Provider shall comply with any federal, state, county, District, and/or other public health authorities' rules, requirements, procedures, and guidelines that are in effect during the term of the Contract. This requirement shall survive the Contract to the extent applicable. In accordance with OAR 333-01901030, all persons engaged provide goods and/or services at a school or school-based program which takes place at or in school facilities **and who has direct/indirect contact with students**, must be vaccinated against COVID-19 or have a documented medical or religious exception. Unvaccinated persons, regardless of exception status, may not perform work which takes place at or in school facilities if they may have direct/indirect contact with students. Provider attests that all of their employees, visitors or volunteers are in compliance with this rule. Provider agrees that it is their obligation to obtain documentation of compliance with this rule from each of its employees, visitors or volunteers. Provider further agrees that it will maintain such documentation, including

EXHIBIT A – BEAVERTON SCHOOL DISTRICT PERSONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS

vaccination verification and documentation of medical or religious exceptions, for at least two years. Provider further agrees to furnish proof of compliance with this rule to the District at their request. Provider agrees to indemnify, defend, and hold harmless the District from any violations or civil penalties assessed as a result of Provider failing to comply with this rule.

22. Counterparts. This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

- END (last revised 10/1/21)-

EXHIBIT B – STATEMENT OF WORK AND COMPENSATION SCHEDULE

| Activity 1. Discovery & Planning | Hrs. | Rate | |
|--|-------------|-------------|--------------------|
| Terms for this activity: Meet with designated District/City staff and determine project start date, develop project work plan, identify staff responsible for specific activities, set milestone dates. | | | |
| Planning, strategy, agenda design | 15 | 250 | \$3,750.00 |
| Facilitation (all team) | 10 | 275 | \$2,750.00 |
| Process planning meeting input, provide work plan | 40 | 250 | \$10,000.00 |
| Project Management | 10 | 175 | \$1,750.00 |
| Project Rate for Activity | | | \$18,250.00 |
| Activity 2. Youth Outreach (surveys and focus groups) | | | |
| Terms of this activity: District will identify all participants for focus groups no later than the date decided in the BSD-City-SeeChange work planning process as part of Activity 1. Recruiting participants is the sole responsibility of the district and its school employees, and SeeChange will advise on priority student populations that the district should engage. SeeChange will conduct 10 student focus groups (up to 80 students total). If district recruits fewer students by the deadline, then the contractor project rate will not be adjusted. District is responsible for arranging translation as necessary for the student populations participating in focus groups. District is responsible for incentives to encourage student participation. | | | |
| Planning and coordinating with district staff on their approach for outreach | 5 | 225 | \$1,125.00 |
| Survey development and administration | 16 | 250 | \$4,000.00 |
| Survey analysis, regional level and summarize themes. | 24 | 250 | \$6,000.00 |
| Develop protocols | 4 | 250 | \$1,000.00 |
| Conduct 10 focus groups (up to 80 students) | 12 | 250 | \$3,000.00 |
| Focus group analysis & summarize themes | 24 | 250 | \$6,000.00 |
| Travel time (project cost) | | | \$400.00 |
| Project Management | 10 | 175 | \$1,750.00 |
| Project Rate for Activity | | | \$23,275.00 |
| Activity 3. Obtain, Clean, Analyze data (3-year longitudinal) | | | |
| Terms of this activity: | | | |
| 1) District and City will provide available data files relevant to discipline and referrals, SROs, and school climate no later than the date decided in the BSD/City/SeeChange work planning process as part of Activity 1. | | | |
| 2) SeeChange will utilize data provided to develop Survey in conjunction with District personnel as determined by District | | | |
| Planning and research design | 4 | 250 | \$1,000.00 |
| Data requests and transfers | 10 | 250 | \$2,500.00 |
| Build dataset (cleaning, merging) | 16 | 250 | \$4,000.00 |
| Regional and school-level analysis of administrative data | 50 | 250 | \$12,500.00 |
| Visualizations and Survey development | 16 | 250 | \$4,000.00 |
| Project Management | 10 | 175 | \$1,750.00 |
| Project Rate for Activity | | | \$25,750.00 |
| Activity 4. Surveys and focus groups with educators, admin, classified staff, and City personnel as necessary | | | |
| Terms of this activity: | | | |
| 1) For Focus Groups: District will identify all participants for focus groups no later than the date decided in the BSD/City/SeeChange work planning process as part of Activity 1. This is the sole responsibility of the District/City and SeeChange will advise on priority administrator/educator/staff populations that the District/City should engage. SeeChange will conduct 5 focus groups within this population. If District/City recruits fewer administrators/educators/school staff by the | | | |

EXHIBIT B – STATEMENT OF WORK AND COMPENSATION SCHEDULE

deadline (unless mutually agreed to be extended by SeeChange and District), then the contractor project rate will not be adjusted. District is responsible for stipends or compensation to educators and staff by the terms of Collective Bargaining Agreements.

2) For Survey: In order to facilitate the requested cost reductions, District will email the survey we develop to the students either directly or through individual school administrators.

| | | | |
|--|----|-----|--------------------|
| Planning | 4 | 250 | \$1,000.00 |
| Survey development and administration | 8 | 250 | \$2,000.00 |
| Survey analysis, regional and school level | 16 | 250 | \$4,000.00 |
| Protocol development | 4 | 250 | \$1,000.00 |
| Conduct 5 focus groups (up to 35 educators)* | 6 | 250 | \$1,500.00 |
| Analyze findings & summarize themes | 12 | 250 | \$3,000.00 |
| Project Management | 10 | 175 | \$1,750.00 |
| Project Rate for Activity | | | \$14,250.00 |
| 5. National landscape scan and fit review | | | |
| Literature review | 10 | 250 | \$2,500.00 |
| Identify promising practices | 7 | 250 | \$1,750.00 |
| Project Rate for Activity | | | \$4,250.00 |
| 6. SRO survey | | | |
| Planning with BSD Director of Safety to develop survey and plan administration with partner jurisdictions | 3 | 250 | \$750.00 |
| Coordination with Public Safety dept to distribute the survey (Public Safety would be responsible for working with all police depts and Sheriff's office to ensure SROs receive and respond) | 2 | 250 | \$500.00 |
| Analyze data and identify themes | 4 | 250 | \$1,000.00 |
| Follow up with SROs for data validation | 3 | 250 | \$750.00 |
| Project Rate for Activity | | | \$2,250.00 |
| 7. Policy and resource review | | | |
| Planning /protocol development | 5 | 250 | \$1,250.00 |
| District Administrator focus groups and interviews to understand policy context & review district-level safety policies | 12 | 250 | \$3,000.00 |
| Analyze data and identify themes | 5 | 250 | \$1,250.00 |
| Follow up with Administrators for follow-up questions and data validation | 5 | 250 | \$1,250.00 |
| Project Rate for Activity | | | \$6,750.00 |
| 8. Parents/caregivers | | | |
| Planning /protocol development | 3 | 250 | \$750.00 |
| Survey development and administration | 6 | 250 | \$1,500.00 |
| Survey analysis (district level analysis, no school level analysis) | 15 | 250 | \$3,750.00 |
| Conduct 8 focus groups | 16 | 250 | \$4,000.00 |

EXHIBIT B – STATEMENT OF WORK AND COMPENSATION SCHEDULE

| | | | |
|--|-----|-----|---------------------|
| Analyze findings & summarize themes | 8 | 250 | \$2,000.00 |
| Project Rate for Activity | | | \$12,000.00 |
| 9. Reporting | | | |
| Develop report | 60 | 250 | \$15,000.00 |
| Copy-editing | 10 | 250 | \$2,500.00 |
| Informal briefing as required in RFP | 8 | 250 | \$2,000.00 |
| Revisions | 5.5 | 250 | \$1,375.00 |
| Prep presentations | 15 | 250 | \$3,750.00 |
| Presentations to Joint Council/Board | 8 | 275 | \$2,200.00 |
| Respond to questions after presentation | 3 | 250 | \$750.00 |
| Project Rate for Activity | | | \$27,575.00 |
| 10. Regular coordination | | | |
| 6 months (Dec - May) meetings- project lead (includes planning and follow up) | 20 | 250 | \$5,000.00 |
| Team member participation at above meetings - data lead or co-lead | 12 | 250 | \$3,000.00 |
| Team member participation at above meetings - facilitator lead | 12 | 250 | \$3,000.00 |
| Brief written updates to COB and BSD staff point of contact (30min/month from Dec-May) | 3 | 250 | \$750.00 |
| Project Rate for Activity | | | \$11,750.00 |
| Subtotal | | | \$146,100.00 |
| Project Administration (6.5%) | | | \$9,500.00 |
| Notes: All partner incentives and related administrative fees have been removed per District request on 9/29/21 | | | |
| Total Project Budget | | | \$155,600.00 |
| Payment Terms & Schedule | | | |
| The total project cost for this project is \$155,600. The project will be billed as follows. All invoices will be paid within 15 days of receipt of invoice. | | | |
| <u>Payment 1:</u> Upon execution of contract and delivery and acceptance of work plan (1/3 of contract value) | | | \$51,867.00 |
| <u>Payment 2:</u> Upon substantial completion of data collection and distribution of surveys and scheduling of focus groups. Milestone date will be identified in work plan. | | | \$51,867.00 |
| <u>Payment 3:</u> Upon presentation of final report to BSD Board and emailed report to City Council. Milestone date will be identified in work plan. | | | \$51,866.00 |



PURCHASING DEPARTMENT
 16550 SW Merlo Road,
 Beaverton, OR 97003-5152
 Phone: 503-356-4379
contracts@beaverton.k12.or.us
 Larry Pelatt – Purchasing Manager



COVID VACCINATION ATTESTATION FOR BEAVERTON SCHOOL DISTRICT (BSD) CONTRACTORS, SUPPLIERS, AND/OR SERVICE PROVIDERS

BSD PROJECT NAME SRO Program Review BSD CONTRACT NUMBER TBD

In accordance with OAR 333-019-1030, all persons engaged to provide goods and/or services at a BSD school or school-based program which takes place at or in school facilities, must be fully vaccinated against COVID- 19 or have a documented medical or religious exemption. Contractors, subcontractors, and any associated personnel coming to the site are required to be fully vaccinated if they will have direct or indirect contact with students in the course of performing their work. Unvaccinated persons with documented medical or religious exemptions may still be refused access to school sites if the anticipated work would/could put them in direct or indirect contact with students or staff.

Contractor SeeChange, LLC by (Authorized Representative) Pooja Bhatt attests that all of their employees, associates, subcontractors or agents are in compliance with this rule.

Contractor agrees that it is their obligation to obtain documentation of compliance with this rule from each of its employees, associates, agents, or subcontractors.

Contractor further agrees that it will maintain records of such documentation, including vaccination verification and documentation of medical or religious exemptions, for at least two years from the completion of the project. Contractor further agrees to furnish proof of compliance with this rule to the District at their request and in their sole discretion.

Contractor agrees to indemnify, defend, and hold harmless the District from any violations or civil penalties assessed as a result of Contractor failing to comply with this rule.

Contractor also agrees that Contractor will not pursue, nor will any of their employees, associates, agents, or subcontractors pursue any action against Beaverton School District in the event any of their employees, associates, agents, or subcontractors contracts COVID as a result of the provision of goods or services to Beaverton School District.

Agreed to this tenth day of December 2021

Pooja Bhatt on behalf of SeeChange LLC
 (Contractor)

Beaverton School District

By: Pooja Bhatt *Pooja Bhatt*

By: _____

Title: Co-Founder and Managing Partner

Title: _____

Date: 12/10/21

Date: _____

