



Contract

Orig FY 2023
Orig Date 11-03-2022
EPOCH EDUCATION, INC

Vendor 106257

EPOCH EDUCATION, INC

PO BOX 647
EL VERANO, CA 95433

Phone 858-334-5260

Email susan@epocheducation.com

Buyer MATTHEW GAETA

Phone (951) 352-6729 X82604

Fax (951) 778-5711

Terms & Conditions SEE ATTACHED

FOB DESTINATION FREIGHT PREPAID - TO BE CHARGED

Payment Terms NET30

Site / Room / Staff DO/3RD FLOOR/VIETTI

Justification

Ship To

CENTRAL RECEIVING

*WAREHOUSE *951-788-7496 X84210
3070 WASHINGTON STREET
RIVERSIDE, CA 92504

Bill To

RIVERSIDE UNIFIED SCHOOL DISTRICT

ACCOUNTS PAYABLE
PO BOX 2800
RIVERSIDE, CA 92516-2800

Contract # must appear on all packages and documents.

Fax 951-778-5649

Fax 951-778-5715

Originators YURYDIA VIETTI(R0116504)

Line	Item	Funding	Total
1	EQUITY SERIES		\$133,000.00
	EQUITY SERIES CREATING AND SUSTAINING EQUITY SERIES COACHING AND IMPLEMENTATION SESSIONS FOR ALRINGTON HS, GAGE MS, NORTH HS, POLY HS PER CONTRACT	03-684-0139-5-0000-7109-5800	100%
2	EQUITY LEARNING SERIES		\$24,000.00
	EQUITY LEARNING SERIES EQUITY LEARNING SERIES FOR NORTH HS PER CONTRACT	03-684-0139-5-0000-7109-5800	100%
3	SITE LEAD COACHING		\$14,000.00
	SITE LEAD COACHING COHERENCE SITE LEAD COACHING FOR MLK HS PER CONTRACT	03-684-0139-5-0000-7109-5800	100%

Note This agreement is to provide for professional services; pursuant to agreement between vendor and Riverside Unified School District.

RUSD Contact: Keri Atwood, katwood@riversideunified.org

If you would like to speak to an Accounts Payable Clerk, please call Art Villa (951) 352-6729 ext 82612.

Invoices can be emailed to accountspayable@riversideunified.org

C6009671



RIVERSIDE UNIFIED SCHOOL DISTRICT
 P.O. BOX 2800, RIVERSIDE, CA 92516-2800

Contract #

C-6009671

2/2

Contract

Orig FY 2023

Orig Date 11-03-2022

EPOCH EDUCATION, INC

Line	Item	Funding	Total
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Total Line Items:	\$171,000.00
Discount:	\$0.00
Sub-Total:	\$171,000.00
Tax:	\$0.00
Freight:	\$0.00
Order Total:	\$171,000.00

Authorized Signature

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective on October 15, 2022, by and between **Epoch Education, Inc.** (hereafter called “Consultant”) and the **Riverside Unified School District** (“District”). Individually they may be referred to as a “Party,” or collectively as the “Parties.”

- A. The District desires to obtain specialized professional services and/or advice regarding equity and anti-bias professional development for its staff, as provided for in this Agreement.
- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law, as applicable, to provide the special services and advice required by the District.

Accordingly, the Parties agree with the above and as follows:

AGREEMENT

1. **SCOPE OF WORK / SERVICES:** Consultant shall provide to the District, under the terms herein set forth, the following services: professional development related to equity and anti-bias training for the District’s participating staff (“Services”). All Services will take place on dates, times, and locations agreed to between the Parties. Consultant’s services are further detailed in the August 25, 2022 [DRAFT] Proposal: Riverside Unified School District, which is attached hereto as Exhibit A and incorporated herein by this reference. In the event of an inconsistency or conflict concerning this Agreement and Exhibit A, Consultant specifically understands that this Agreement takes precedence and is the controlling document.

In consultation and cooperation with the District, the Contractor shall provide the professional services described herein consistent with the generally acceptable industry standards or better. All Services shall be performed in a manner consistent with the orderly progress and sequence of the work leading to its completion.

2. **INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and will perform the Services as an independent contractor, not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal/agent, between the District and the Consultant or between the District and any of Consultant’s agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any Services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District’s employees, including but not limited to, permanent status, health insurance benefits, sick leave, paid vacation, or any other employee benefit. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes and that the District will not withhold federal or state income tax deductions from payments made to Consultant under this Agreement. Consultant must provide District with his/her Social Security Number/Taxpayer ID number. District will provide Consultant and the Internal Revenue Service (“IRS”) with a statement of earnings at the conclusion of each calendar year as required by the IRS.
3. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of Services by the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals, tools, etc., which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
4. **TERM:** The term of this Agreement shall commence in or around October 2022, and will automatically terminate on June 30, 2023 (“Dates of Service”), unless terminated earlier by either Party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below. Time is of the essence with respect to all provisions of this Agreement.
5. **COMPENSATION:** District agrees to compensate Consultant for the satisfactorily rendered services hereunder as follows:
 - 5.1 Consultant shall be compensated in an amount not to exceed **one hundred thirty-three thousand dollars and zero cents** (\$133,000.00) for creating and sustaining equity series coaching and implementation

sessions for the District's Arlington High School, J.W. North High School, Riverside Polytechnic High School, and Gage Middle School.

- 5.2 Consultant shall be compensated in an amount not to exceed twenty-four thousand dollars and zero cents (\$24,000.00) for Consultant's equity learning series at J.W. North High School.
- 5.3 Consultant shall be compensated in an amount not to exceed fourteen thousand dollars and zero cents (\$14,000.00) for Consultant's coherence site lead coaching at Martin Luther King High School.
- 5.4 Consultant's compensation includes the costs of all materials and expenses incurred providing the Services required hereunder, and is in accordance with the attached Exhibit A, incorporated herein by reference. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. Any purchase order issued by District in connection with this Agreement is deemed to be issued for District's administrative or billing identification purposes only and this Agreement will govern the Services hereunder. District's obligation for payment for Services hereunder is contingent upon the availability of funds from which payment can be made.

6. **PAYMENT DUE:** Payment shall be made to the Consultant after the Services have been satisfactorily rendered and within thirty (30) days after receipt of all substantiating documents, including a fully supported and detailed invoice which clearly indicates as applicable, the District's *purchase order number*, any progress completed, milestones achieved, any reports (draft, preliminary, or final) issued, dates worked, increments of hourly work (rounded to the nearest one-tenth hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.

Invoices and supporting documentation may be submitted monthly, with the balance due within thirty (30) days of submission of final billing and substantiating forms. They must reference the District purchase order number provided to the Consultant. Only one payment per month will be made by the District. Consultant must submit invoices by email to both of the following in order for the submission to be considered timely: the District's Accounts Payable Department at AccountsPayable@RiversideUnified.org AND the District's Assistant Superintendent for Equity, Access & Community Jacqueline Perez at JAPerez@RiversideUnified.org.

The District understands that Consultant may submit an individual quote, estimate, invoice, confirmation, letter of intent, or similar documentation that may require the signature of District personnel. However, Consultant specifically understands that this Agreement is controlling and takes precedence over any document that may be submitted by Consultant to the District for signature or otherwise during the term of this Agreement.

7. **WORK PRODUCT OWNERSHIP:** Nothing in this Agreement shall be construed as granting District any license, for any purpose, under any patent, copyright, or other intellectual property rights of Consultant. However, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the "Work Product") produced by Consultant *specifically for the District* under this Agreement shall be the sole and exclusive property of the District. No Work Product produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer, and use any Work Product produced by Consultant under this Agreement specifically for the District. No consultant, firm, or corporation may use the District logo without pre-approval from the District's Superintendent. District acknowledges and agrees that Consultant owns the original intellectual property rights and/or registered copyrights producing the work product delivered hereunder. The District will not oppose or seek cancellation of any copyright or registered copyright application and/or any of Consultant's intellectual property rights.
8. **TERMINATION:** The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of such suspension or termination. In addition, and notwithstanding anything to the contrary contained in this Agreement, due to the current budget crisis and the fiscal constraints under which the District operates, the District may terminate the Agreement at any time without penalty, cost, or damages of any kind. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9. Written notice by the District shall be sufficient to suspend or

terminate any further performance of Services by the Consultant. The notice shall be deemed given when received at the address for Notice in paragraph 18 below, upon electronic confirmation of an email transmission, or no later than three (3) days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all Work Product in progress or completed to date including any reports, drafts, electronic information, or the like to the District.

9. **HOLD HARMLESS / INDEMNITY:** Each Party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying Party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying Party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.

10. INSURANCE:

10.1 Without limiting or diminishing the Consultant's obligation to indemnify and/or hold the District harmless, Contractor shall procure and maintain, *whenever applicable*, insurance coverage as follows throughout the term of this Agreement:

- **Workers' Compensation Insurance:** If Consultant has employees as defined by the State of California, CONSULTANT shall maintain Workers' Compensation Insurance. Coverage must be at least as broad as that which is required by the State of California, with the appropriate statutory limits. (Coverage A) in accordance with California law. This policy must include Employers' Liability (Coverage B), including Occupational Disease if applicable, with limits of not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the District.
- **Commercial General Liability Insurance:** Commercial General Liability Insurance in the minimum amount 1,000,000 per occurrence, including coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured contract (including tort of another assumed in a business contract), and independent Consultant's liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("District Entities") shall be named as additional insureds with respect to liability arising out of the Services performed by or on behalf of the Consultant under this Agreement. The policy shall contain a severability of interests/cross liability clause or language stating that 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. *Policy shall name "Riverside USD and its members, officers, employees, agents, and volunteers" Additional Insured.*
- **Commercial Auto Liability Insurance:** If Consultant's vehicles or mobile equipment are used in the performance of its obligations under this Agreement, Consultant shall maintain Commercial Automobile Liability Insurance in the minimum amount of \$1,000,000 per accident for bodily injury and property damage covering any auto, including all vehicles that are owned, non-owned, and hired and personal injury protection. If Consultant has no owned autos the policy may be limited to cover hired and non-owned autos only. The policy must provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of ISO form CA 00 01. *Policy shall name "Riverside USD and its members, officers, employees, agents, and volunteers" Additional Insured.*
- **Professional Liability Insurance:** If Consultant is a licensed or certified professional (e.g., architect, accountant, Consultant, doctor, engineer, lawyer, media/public relation firm, etc.), Consultant shall maintain Professional Liability (Errors and Omissions) Insurance appropriate to Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim and \$4,000,000 aggregate. If the E&O policy provides claims-made coverage: 1) The Retroactive Date must be shown, and must be before the anticipated commencement of Services., 2) Insurance must be maintained and evidence of

insurance must be provided for at least five (5) years after termination of this Agreement; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after termination of this Agreement.

- **Sexual Abuse & Molestation Insurance (SAM)**: If Consultant or Consultant’s employees will be working directly with District students or at a school campus with District students present, Consultant shall maintain SAM coverage covering bodily injury, emotional distress, or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse. District Entities must be named as additional insureds. The coverage must contain a severability of interests/cross liability clause or language stating that 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. The limits of coverage shall not be less than \$3,000,000 per occurrence. If such insurance contains an aggregate, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

10.2 *All applicable coverages shall be endorsed to waive subrogation in favor of the District.* The coverages and limits required shall not in any way limit the liability of either Party. Consultant shall furnish, or cause to be furnished, a properly executed original Certificate(s) of Insurance and original copies of endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that *thirty (30) days written notice be given to the District prior to any material modification, cancellation, expiration or reduction in coverage of such insurance.*

10.3 It is understood and agreed by the parties hereto and the insurance company(s) that the Certificate of Insurance and policies shall so covenant and shall be construed as **primary insurance**, and the District’s insurance shall not be construed as contributory. When applicable, Consultant shall pass down the insurance obligation contained herein to all tiers of subcontractors working under this Agreement. The insurance requirements contained herein may be met with program(s) of self-insurance acceptable to the District’s Risk Management Director/Department. District reserves the right to amend the insurance requirements hereunder if there is a material change to the scope of services and/or equipment being used in the performance of the Services required herein.

10.4 In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or original policies including all endorsements and attachments thereto evidencing coverage set forth herein and the insurance required herein is in full force and effect.

11. **RECORD RETENTION**: The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect, and copy any and all of Consultant’s records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of twenty-five thousand dollars (\$25,000.00) shall be subject to examination and audit of the State Auditor as specified in the Government Code.

12. **DELEGATEABILITY**: This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.

13. **COMPLIANCE WITH LAW / CONFIDENTIALITY**: The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies, and ordinances, including confidentiality and workers’ compensation laws. All agreement provisions required by law shall be deemed incorporated into this Agreement. Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary

to the District or protected from disclosure by law. Consultant will protect such information and treat it as strictly confidential. The provisions of this Section 13 shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant will return to the District, if applicable, all student records, other records, notes, documentation, and other items that were used, created, or controlled by Consultant during the term of this Agreement.

By signing this Agreement, Consultant is acknowledging that he/she/it/they are aware of the provisions of §3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

In addition, Consultant is also *attesting* that he/she/it/they are aware of and are complying with all local, state, and federal laws, rules, regulations, policies, and ordinances applicable to this Agreement, including all relevant environmental and/or confidentiality laws.

14. **PUBLIC EMPLOYEE CAVEAT:** The Consultant, if an employee of another public agency, certifies 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 performed pursuant to this Agreement.

15. **CRIMINAL RECORDS CHECK:** For purposes of this Agreement, and because the District will provide a qualified employee for the supervision of District's students at all times that Consultant may be present and performing services at an active school site, Consultant shall be relieved of the requirements to provide a criminal background check pursuant to California Education Code 45125.1.

16. **LEGAL RESPONSIBILITIES:**

16.1 **Legal Requirements:** Consultant shall keep informed of state and federal laws and regulations which in any manner affect those employed by it, or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. Neither District, or its elected or appointed officers, officials, employees, or agents, shall be liable at law or in equity occasioned by failure of Consultant to comply with this Article.

16.2 **Non-Liability of District Officers and Employees:** No elected or appointed officers, officials, employees, or agents of District shall be personally liable to Consultant, of any successor-in-interest, in the event of any default or breach by District or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

16.3 **Undue Influence:** Consultant declares and warrants that no undue influence or pressure is used against, or in concert with, any elected or appointed officer, official, employee or agent of District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No elected or appointed officer, official, employee or agent of District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Article shall be a material breach of this Agreement entitling District to any and all remedies at law or in equity.

16.4 **No Benefit to Employees:** No elected or appointed officer, official, employee or agent of District, or their designees or agents, and no public official who exercises authority over responsibilities with respect to the Project during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

16.5 **Non-Discrimination:** In connection with its performance under this Agreement, Consultant shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, creed, national origin, religion, age, sex or gender, race, color, ancestry, sexual orientation, physical or mental disability, or any characteristic listed, or defined, in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected

by law. Consultant shall also comply with the provisions of the Fair Employment and Housing Act (“FEHA”) and the Federal Civil Rights Act of 1964 (P.L. 88-352).

16.6 **Elementary and Secondary School Emergency Relief (“ESSER”) Programs: RESERVED**

17. **CERTIFICATIONS, REPRESENTATIONS, WARRANTIES, and GUARANTEES:** Consultant makes the following certifications, representations, and warranties for the benefit of the District and Consultant acknowledges and agrees that the District in deciding to engage Consultant pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Consultant’s engagement hereunder:

17.1 In accordance with the provisions of the Business and Professions Code, ***Consultant is qualified in all respects*** to provide to the District all of the services contemplated by this Agreement and, to the extent required by any applicable laws, Consultant has all such licenses, certifications, governmental approvals, waivers and/or exemptions as would be required to carry out and perform for the benefit of the District, and shall present proof of them to District upon request.

17.2 Consultant, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable ***federal, state and local laws, rules, regulations, ordinances and standards, as well as the standards and requirements imposed upon the District by federal and/or state agencies providing funding to the District***, which are equally applicable and made binding upon the Consultant as though made with the Consultant directly.

17.3 Consultant shall abide by the District’s ***tobacco-free environment***. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the District.

17.4 If on District property, Consultant and Consultant’s staff, shall at all times ***follow the instructions and directions of District staff*** during a school campus emergency or during a school campus emergency practice drill, as to evacuation, assembly, emergency care, protection of persons and property, and ingress and egress to the campus. At any time it becomes necessary for the Consultant to request emergency services while on District property, such services shall be requested by calling 9-1-1. Consultant shall immediately notify the site administrator that 9-1-1 emergency services have been requested

17.5 Consultant and Consultant’s staff, shall at all times comply with the provisions and requirements of the ***Drug-Free Workplace Act of 1990*** (Government Code Section 8350 et seq.).

17.6 Consultant shall at all times ***enforce appropriate discipline and good order*** itself and among its employees and shall not employ or work any unfit person or anyone not skilled in providing the Services required under this Agreement. Any person in the employ of the Consultant, or an agent thereof, whom District, in its sole discretion, may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement.

18. **NOTICE:** Any notice not related to billing required to be served hereunder shall be in writing to the addresses set forth below for each Party. Any invoices related to billing must be served as stated in Section 6, above. All notices under this Section must be sent via registered mail and are deemed received upon delivery to the intended address. Should Notice information change during the term of this Agreement, it is the obligation of the Party changing that information to inform the other Party. Otherwise, delivery to these addresses will be deemed proper Notice:

DISTRICT:

Riverside Unified School District
3380 14th Street
Riverside, CA 92501
Attn: Erin Power
Asst. Sup., Business Services

CONSULTANT:

Epoch Education
5627 Telegraph Avenue – Suite 220
Oakland, CA 94609
Attn: Susan Challender, COO
Email: Susan@EpochEducation.com
Telephone: (510) 338-7924

19. **FORCE MAJEURE:** The failure of any party hereto to comply with the terms and conditions hereof because of a "Force Majeure Occurrence" shall not be deemed a breach of this Agreement. "Force Majeure Occurrence" shall be defined to include, without limitation, Acts of God, strikes, labor disputes, war, fire, earthquake, serious weather anomalies, acts of public enemies, acts of terrorism, epidemic, pandemic, action of any governmental authority, or other event or reason beyond the reasonable control of a party that in each case makes the non-performing party's performance impossible or impracticable. The impacted Party must deliver to the other Party written notice of a Force Majeure Occurrence immediately upon knowledge of such an event. If this Agreement is cancelled due to a Force Majeure Occurrence, each Party shall be relieved of its obligations hereunder with respect to the performance so prevented. In such event neither Party shall have a claim against the other Party except for bearing the cost of any unrecovered expenses actually incurred by Consultant or the District, and any monies/deposits paid by either Party shall be refunded to the extent they are greater than unrecovered expenses.

The Parties hereby acknowledge that while current events related to the COVID-19 pandemic are known, future impacts of the outbreak are unforeseeable and shall be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

20. **ELECTRONIC SIGNATURES / COUNTERPARTS:** By executing this Agreement below, each party indicates that it agrees to be legally bound by this Agreement, and that such consent to be bound may be provided through electronic signature. Consultant specifically acknowledges that it is aware that by executing this Agreement, the Consultant is providing an electronic mark that is held to the same standard as a legally binding equivalent of a handwritten signature, including, but not limited to, for purposes of validity, enforceability, and admissibility. Consultant may opt out of using an electronic signature and may choose to sign the document through a handwritten signature by notifying the District in writing that it wishes to execute this form through a handwritten signature.

This Agreement may be executed in multiple counterparts, all of which shall be deemed originals, and with the same effect as if all Parties had signed the same document. All of the counterparts shall be construed together with and shall constitute one Agreement, but in making proof, it shall be necessary to produce one such counterpart. An Email transmission shall be as valid and enforceable as an original.

21. **SURVIVAL / SEVERABILITY:** All relevant Articles related to rights and obligation pursuant to this Agreement which, by their nature should survive, or which this Agreement expressly states will survive, including, but not limited to, any and all payment obligations invoiced prior to termination or expiration hereof, will remain in full force and effect after termination or expiration hereof.

In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

22. **EXHIBITS / ATTACHMENTS:** Any exhibit/attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, Consultant specifically understands that the language in this Agreement will govern and take precedence over any attachment from Consultant.

23. **AMENDMENT / MODIFICATION:** Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by all the Parties (Amendment, Letter of Intent, etc.).

24. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.

25. **JURISDICTION:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Riverside County, California.

26. **NO FINANCIAL INTEREST / CONFLICT OF INTEREST:** In signing this Agreement, the District representative acknowledges that he/she has no direct or indirect financial interest in the Consultant, nor does

he/she have any knowledge of any District employee involved in selection of the Consultant having any direct or indirect financial interest in the Consultant or the Agreement, such that a prohibited conflict of interest exists. The Consultant represents and warrants it does not have any potential, apparent, or actual conflict of interest relating in any way to this Agreement.

27. **AUTHORITY TO SIGN:** The individuals executing this Agreement on behalf of the Parties each represent and warrant that they have the legal power, right, and actual authority to bind the Parties to the terms and conditions contained herein.

Authorized representatives of the Parties hereto have executed this Agreement as indicated below and on the day and year first written above.

EPOCH EDUCATION INC.

RIVERSIDE UNIFIED SCHOOL DISTRICT

Susan Callender

Signature

Printed Name: Susan Callender

Position/Title: COO

Email: susan@epocheducation.com

Phone: 510.338.7926



Erin Power
Assistant Superintendent, Business Services

Exhibit A

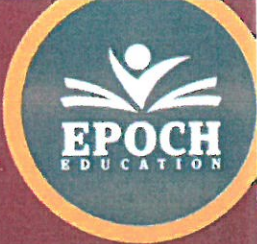

Consultant's
[DRAFT]Proposal: Riverside Unified School District
Dated: August 25, 2022
(2 pages total)

[attached hereto]

20116504

Changing the world, one conversation at a time.
 Schools | Districts | Companies | Individuals

Bridge the Divide between learning it and living it.

[DRAFT] Proposal: Riverside Unified School District

August 25, 2022



Susan Callender, Chief Operating Officer

susan@epocheducation.com

www.epocheducation.com

510.338.7924

[https://s3-us-west-2.amazonaws.com/secure.notion-static.com/2338f151-dedf-4bb2-b31f-2cb08c79a702/Epoch_Education_Brochure_\(Education\).pdf](https://s3-us-west-2.amazonaws.com/secure.notion-static.com/2338f151-dedf-4bb2-b31f-2cb08c79a702/Epoch_Education_Brochure_(Education).pdf)

2022-23 Proposal

District Equity Capacity Building

 Solution

 Description

 Price

Solution	Description	Price
<u>Creating and Sustaining Equity Series</u>	Includes - 5 x 2hour coaching and implementation sessions - Up to 30 participants per cohort - Coaching for team/site leaders Arlington HS - CSES Gage MS - CSES North HS - CSES Poly HS - CSES (4 Sessions)	\$105,000 (3 cohorts x 35,000 per cohort) \$28,000 (\$35,000 - 20% discount for Poly HS)
<u>Equity Learning Series (ELS)</u>	North High School	\$24,000 (\$30,000 - 20% returning client discount)
<u>Coherence/Site Lead Coaching</u>	MLK HS - 14 Hours of Coherence	\$14,000 (includes travel time)

Epoch Education Foundation Courses

Name

Course #1 - Compassionate Dialogue – Using the RIR Protocol™

Course #2 - Thriving as a Racially Conscious Person

Course #3 - What is Implicit Bias and How Do We Address It?

Course #4 - Let's Talk About Race

Course #5 - Understanding Marginalization and Privilege

Thank you for considering us as a partner in your journey towards greater equity and belonging.

Bridge the Divide between learning it and living it.

