



College & Career Academy Support Network

University of California, Berkeley

Scope of Work and Cost Estimate for San Rafael City Schools, San Rafael High School 2017 - 2018 School Year

The College & Career Academy Support Network (CCASN) of the University of California Berkeley, Graduate School of Education agrees to provide master scheduling technical assistance to San Rafael High School of the San Rafael City Schools District for the 2017 – 2018 school year.

- Services covered by this contract include master schedule technical assistance and master schedule site-specific consultations
- CCASN will provide up to 3 days of professional service: October 20, 2017 through June 30, 2018. Additional days of support may be added with mutual agreement of CCASN and the San Rafael City Schools District.

SCOPE OF WORK

CCASN will provide the following work:

1. Provide up to 3 days of technical support and individualized coaching for the Master Scheduling Team at San Rafael High School.
2. Meet, either virtually or in-person, to provide follow-up technical assistance and resources to both the district and site based on identified master schedule needs.
3. Provide suggestions for changes in structure, policy, and practice that need to occur to support successful master scheduling at the high school level.
4. Provide access to CCASN master schedule tools and resources designed to support a successful master schedule process.

Items 1-4 above collectively referred to as the "Work."

COST ESTIMATES AND AGREEMENTS

CCASN staff will complete up to 3 days of service at \$1500 per day for a total cost up to \$4,500.

Personnel and travel costs are included in above.

OTHER PROVISIONS

- ☐ **CCASN will only bill for actual days/time worked.** Daily costs include, copy costs, technology, and insurance.
- ☐ A record of coaching sessions, meetings, and other services provided will be provided.
- ☐ Schools will provide meeting facilities as well as the following (preferred before first meeting to save time):
 - Current bell schedule with information relative to changes planned if any (**optional**)
 - Current master schedule with information relative to desired improvements
 - Current structure of all cohorts (number of students by grade, courses taken by period, teachers involved) with information relative to desired improvements and changes planned
 - Projected enrollment by grade for next year with counts of special groups by grade (**optional**)
 - Projected staffing allocation (**optional**)
 - An assessment of constraints that complicate the achievement of your scheduling goals.
- ☐ CCASN will provide master copies of handouts, supplementary materials and follow-up materials.
- ☐ Payment of services should be made to "The Regents of the University of California" c/o Carrie Collins, College & Career Academy Support Network, Graduate School of Education, University of California Berkeley, 1608 Tolman Hall, Berkeley, CA 94720-1670.
- ☐ Contact persons for this contract are:
 - Kevin Kerr, Director, San Rafael City Schools, San Rafael, CA, kkerr@srcs.org, 415-492-3579
 - Theresa McEwen, Executive Director, College & Career Academy Support Network, UC Berkeley, CA, theresa.mcewen@berkeley.edu, 510-364-8695
 - Phil Saroyan, College & Career Academy Support Network, UC Berkeley, CA, jp9@jps.net, 707-246-2078



College & Career Academy Support Network
UNIVERSITY OF CALIFORNIA, BERKELEY

CONTRACT FOR San Rafael City Schools

Institution ("Client"): San Rafael City Schools

Contact Person: Kevin Kerr, Director

Address: 310 Nova Albion Way

City/State/Zip: San Rafael, California 94903

Telephone: 415-492-3579

Facsimile: 415-492-3229

Email: kkerr@srcs.org

Title of Service: Master Scheduling Technical Support

Effective Date: October 20, 2017

Termination Date: June 30, 2018

Description of Services: See Scope of Work beginning on Page 3 of 3

Total Fee to University: \$4,500.00

A copy of the signed contract must be emailed prior to the date of service. Once the service has been completed, an invoice will be sent and payment is due to CCASN within thirty (30) days of the invoice date.

Please make checks payable to "**Regents of the University of California**", Federal Tax I.D. #94-6002123.

E-mail a scan of the signed Contract to Carrie Collins at ccollins@berkeley.edu

For questions regarding this contract, or about the program, please call Carrie Collins at (510) 643-5748 Monday-Friday between 9:00 a.m. and 5:00 p.m., FAX (510) 642-2124.

This contract must be signed in order to be processed. Please sign and return.

College & Career Academy Support Network (CCASN)

This Agreement, effective as of the last date of signing below, sets forth the terms and conditions for The Regents of the University of California on behalf of its Berkeley Campus Graduate School of Education College & Career Academy Support Network ("CCASN" or "University") to provide Client certain services during the CCASN Performance Dates as set forth herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which will constitute one and the same Agreement. A faxed or scanned signature will be treated as an original.

1. **INDEPENDENT CONTRACTOR STATUS.** This Agreement is by and between two independent contractors and is not intended to and will not be construed to create the relationship of agent, employee, partnership, joint venture, or association.
2. **DISCLAIMER OF WARRANTY.** UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. University will not be liable for any costs, damages, fees or other liability, nor for any direct, indirect, special, incidental or consequential damages (including lost profits) with respect to any claims by Client or any third party on account of or arising from the performance of this Agreement. Client acknowledges and accepts that University services are provided on an as-is basis.
3. **INDEMNIFICATION.** Each party will defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.
4. **INSURANCE.** Each party will maintain a program of general liability insurance or self-insurance, including automobile coverage, in such amount as may be reasonably necessary to assure compliance with the indemnification provision above. If requested, each party agrees to provide the other with a certificate of insurance or self-insurance, documenting such insurance coverage, upon signing of this contract.
5. **INTELLECTUAL PROPERTY.** The Regents of the University of California will retain all rights, title, and interest in and to any and all intellectual property delivered or generated in the course of providing services to Client, and no transfer of such intellectual property will be made by such performance or generation.
6. **USE OF UNIVERSITY NAME.** (a) Client may not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks of the University, in any commercial context, such as may appear on products, in media (including web sites) and print advertisements in cases when such use may imply an endorsement or sponsorship of Client or Client's program, products or services. All uses of the University's name, trademarks and logos, therefore, must first receive prior written consent of the University through its office of Business Contracts and Brand Protection. This provision is in compliance with the State of California Education Code Section 92000. (b) Client may use factual information such as the name and location of CCASN and factual information about University participants to describe their roles in providing the services under this Agreement.
7. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein, and any related purchase order or requirements document. Any modification to this Agreement must be made in writing and signed by the authorized representatives of the parties.
8. **GOVERNING LAW.** This Agreement will be governed by the laws of the State of California.
9. **REPRESENTATIONS AND WARRANTIES.** The individual signing this agreement on behalf of Client represents and warrants that s/he is duly authorized to execute and deliver this Agreement and, if applicable, that Client is duly authorized to represent third parties receiving LHS services hereunder.
10. **CANCELLATION.** A cancellation fee will apply to cancellations that are made by Client before the scheduled service. The cancellation fee is: 10% of total program cost for cancellations made less than 8 weeks before the service date, 20% of total program costs for cancellations made less than 4 weeks before the service date, or 50% of total program costs for cancellations made less than 2 weeks before the service date. Client will be responsible for any non-cancelable obligations incurred by CCASN before cancellation.

CLIENT
San Rafael City Schools

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Signature

Date

Signature

Date

Name/Title