

**2017–2018 AGREEMENT BETWEEN
SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS
AND
MILLBRAE SCHOOL DISTRICT**

This Agreement is made and entered into by the Millbrae School District, hereinafter referred to as **DISTRICT**, and the San Mateo County Superintendent of Schools, hereinafter referred to as **SUPERINTENDENT**.

I. Purpose and Scope

The purpose of this Agreement is to clearly identify the roles and responsibilities of each party as they relate to:

- A. Providing support with implementation of CA Common Core State Standards for Mathematics-aligned teaching and learning strategies.
- B. Providing guidance in assessing teacher and administrators needs for mathematics teaching and learning support, and follow-up support.
- C. Providing professional learning to elementary and/or secondary math educators and administrators.
- D. Providing coaching support to elementary and/or secondary math educators and administrators.

II. Responsibilities Under this Agreement

A. The **DISTRICT** shall:

- 1. Be available to meet and plan with the Superintendent's staff.
- 2. Communicate expectations to staff designated under this Agreement.
- 3. Ensure full participation of designated teachers and administrators.

B. The **SUPERINTENDENT** shall:

- 1. Identify and reserve qualified staff to fulfill the responsibilities of this Agreement.
- 2. Schedule qualified staff, in agreement with District staff, to provide the agreed-upon support and services.
- 3. Utilize evidence-based practices that provide for effective implementation.
- 4. Provide professional learning and coaching support to elementary and/or secondary math educators and administrators.

III. Contract Terms and Conditions

It is mutually understood and agreed by and between the parties that:

- A. The term of contract shall be for July 1, 2017, through June 30, 2018.
- B. The total contract cost shall not exceed \$11,000.
- C. Coaching and facilitation services will be provided at a rate of \$1,500 per consultant per day.
- D. **DISTRICT** agrees to pay **SUPERINTENDENT** for services provided to **DISTRICT** under the terms of this Agreement within 30 days of receipt of invoice.

IV. Conditions

- A. Entire Agreement: This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. The Agreement may not be amended in any way except by a writing duly executed by both parties hereto.
- B. Cancellation of Agreement: This agreement may be cancelled prior to June 30, 2018, upon mutual written agreement between **DISTRICT** and **SUPERINTENDENT**. In the event of cancellation of this Agreement, payment of fees for preparation and/or services provided to date will be immediately due and payable.
- C. Insurance: Each party shall take out and maintain liability insurance that shall protect that party for the duration of this Agreement, including but not limited to such claims that may arise pursuant to that party's performance of this Agreement.
- D. Indemnity: Each party shall indemnify, defend and hold the other harmless from any and all losses, damages or expenses, including reasonable attorney's fees, arising out of or resulting from claims to the extent caused by the negligent act or omission of such party.
- E. Governing Law: This Agreement, and any disputes arising out of this Agreement, shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.

V. Effective Date and Signature

This Agreement shall be effective upon signature of **SUPERINTENDENT** or designee and **DISTRICT** authorized official. It shall be in force July 1, 2017, through June 30, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS



Denise Porterfield, Deputy Superintendent



Date

MILLBRAE SCHOOL DISTRICT

Signature of Authorized District Official

Name (please print)

Title

Date