

SAN RAFAEL CITY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Special Services ("Agreement") is made as of the 22nd day of August 2016, between the San Rafael City School District ("District") and EL Achieve ("Contractor") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of such special services and advice; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):
2. **Term.** Contractor shall commence providing services under this Agreement on August 15, 2016, and will diligently perform as required and complete performance by August 15, 2017.
3. **Submittal of Documents.** The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

| | |
|--------------|---|
| <u> x </u> | Signed Agreement |
| <u> x </u> | Workers' Compensation Certificate |
| <u> x </u> | Criminal Background Investigation Certification |
| <u> x </u> | Insurance Certificates and Endorsements |
| <u> x </u> | W-9 Form |

4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Twenty-Six Thousand Eight Hundred Thirty-Five Dollars (\$26,835). District shall pay Contractor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District

for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor 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 Contractor's employees.
7. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public school districts.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor 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. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the 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 the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

12. Termination.

12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

12.2. **With Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

12.3.1. material violation of this Agreement by the Contractor; or

12.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

12.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District 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 this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed(s) the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the 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 District.

12.4. At the time of any termination of the contract, all District employee data shall be

returned to the District and all District employee information shall be purged from the contractor's system and records.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. **Insurance.**

- 14.1. The Contractor 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.

14.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the 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)

- 14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' 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, the Contractor shall be required to secure workers' compensation coverage for its employees. 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.

- 14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

| 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 | \$ 1,000,000 |
| Automobile Liability Insurance - Any Auto | |
| Each Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 1,000,000 |
| Professional Liability | \$ 1,000,000 |
| Workers Compensation | Statutory Limits |
| Employer's Liability | \$ 1,000,000 |

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

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. 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.

14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

14.2.4. All policies shall be written on an occurrence form.

14.3. **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 the District.

15. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

16. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon

Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

17. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor 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.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Contractor shall comply with the provisions of Education Code Section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code Section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
21. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 21.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

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.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. 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, or facsimile transmission, addressed as follows:

District

San Rafael City School District
310 Nova Albion Way
San Rafael, CA 94903
Chief Business Officer

Contractor

EL Achieve
30332 Esperanza
Rancho Santa Margarita, CA 92688
Attn: ~~Susana Dutro~~ *Michelle Thelander*

Any notice personally given or sent by facsimile transmission 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) days after deposit in the United States mail.

25. **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.
26. **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 the county in California in which the District's administrative offices are located.
27. **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.

28. 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.

29. 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.

San Rafael City School District

EL Achieve, Contractor

Date: _____, 2016

Date: August 1, 2016

By: _____


By: Michelle Thelander

Print Name: _____

Print Name: Michelle Thelander

Its: _____

Its: _____

| San Rafael City Schools Service Fees for Building Capacity (up to 20) | |  | |
|---|--------------------|---|--|
| Year One | Costs | Estimated travel* | Additional costs not included |
| Planning | | | |
| One-day District Orientation | | | Leadership Guide & Leading Implementation Module |
| Launching | | | |
| Five-day Institute (up to 20 participants) | \$7,500.00 | \$3,750.00 | Institute Handbooks, Instructional Units, Support Kits, Content Modules, Substitutes |
| Two-day Administrator Follow-up | \$3,000.00 | \$1,500.00 | |
| Initial Implementation | | | |
| Two-day Symposium (three participants) | \$1,335.00 | - | Travel, Substitutes |
| Five-day Leadership Seminar (three participants) | \$5,850.00 | - | Travel, Substitutes |
| Five-day Leadership Seminar Admin Strand (two participants) | \$3,900.00 | - | Travel, Substitutes |
| These services include: | | | |
| Continuing Learning Webinars | \$0.00 | - | |
| SysELD/CM participant websites, 1-year subscription (password protected) | \$0.00 | - | |
| Leading Implementation website access for certified leaders | \$0.00 | - | |
| Virtual support for district leaders | \$0.00 | - | |
| Launching Year Totals | \$21,585.00 | \$5,250.00 | |
| | | \$26,835.00 | Total w/ estimated travel included |
| Costs per additional participant: | | | |
| Two-day Symposium | \$445.00 | | Travel, Substitutes |
| Five-day Leadership Seminar | \$1,950.00 | | Travel, Substitutes |
| Five-day Leadership Seminar Admin Strand | \$1,950.00 | | Travel, Substitutes |
| *Estimated travel is \$750/day/presenter. Actual costs are invoiced. | | | |
| *Districts invoiced only for services rendered. Please note, registration fees are subject to change. | | | |

Partner District Order Form

How to Complete this Form:

1. Complete the customer information below.
2. Add "Shipping" information, if different.
3. Complete Institute Information (required for Handbook orders).
4. Note your payment method.
5. Insert quantity and multiply by price to enter AMOUNT.
6. Calculate the Shipping & Handling and enter the Subtotal.
7. Add CA sales tax if the "Ship To" address is in California.
8. Calculate the TOTAL and forward to E.L. Achieve:

FAX: 831.536.1616 OR Email: orders@elachieve.org

E.L. Achieve | 30332 Esperanza | Rancho Santa Margarita, CA 92688

CUSTOMER INFORMATION:

Name _____ Title _____
 Agency _____
 Street _____
 City _____ State _____ Zip _____
 Email _____ Phone () _____ Fax () _____

☐ District Implementation Plan submitted (Plan must be on file with E.L. Achieve for ALL Handbook and Instructional Unit orders)

SHIPPING INFORMATION, if different from above:

Name _____ Agency _____
 Street _____
 City _____ State _____ Zip _____

INSTITUTE (required for Handbook orders):

Lead Presenter: _____ Day 1 - Date: _____ Day 2 - Date: _____
 Day 3 - Date: _____ Day 4 - Date: _____ Day 5 - Date: _____
 (If applicable) Apprentice: _____ Apprentice: _____ Apprentice: _____

PAYMENT METHOD:

Check # _____ Purchase Order # _____

ORDER SUMMARY

| | |
|---|------|
| E.L. Achieve Products (Page 2) – Product Total | \$ |
| Systematic ELD Institutes (Page 3) – Product Total | \$ |
| Systematic ELD Implementation Support (Page 3) – Product Total | \$ |
| Constructing Meaning Institutes (Page 4) – Product Total | \$ |
| Constructing Meaning Implementation Support (Page 4) – Product Total | \$ |
| Product Subtotal | \$ |
| Shipping/Handling (10% x Product Subtotal) | \$ |
| Subtotal | \$ |
| CA Residents add applicable Sales Tax (%) | \$ |
| Per-item Discount - 10% for orders of 25+, 15% for orders of 100+ of the same item | \$ - |
| Note: Distributor charges 15% re-stocking fee on all returned items. International, AK, and HI Orders – Please call or email for a quote on shipping/handling charges. | \$ |
| TOTAL | \$ |

E.L. Achieve Products (Page 2)

| Item | | Qty | Price | Amount | |
|---|---|-----|--------|--------|----|
| Leadership Guide An overview of E.L. Achieve's approach for English learner instruction and professional development. Includes district implementation planning tools, ACHV160 | | | x \$29 | = | \$ |
| A/B Partner Cards , Set of 20 "A" and 20 "B", ACHV110 | | | x \$10 | = | \$ |
| Talking Chips , 200 red & white foam chips, ACHV170 | | | x \$12 | = | \$ |
| Talking Sticks , Package of 10, ACHV115 | | | x \$6 | = | \$ |
| Speech Bubbles , 8" dry-erase, ACHV245 | | | x \$10 | = | \$ |
| Notebook Wipe-off Poster , two-sided, 18" x 24", (Set of 10), ACHV195 | | | x \$28 | = | \$ |
| Time Timer Audible (8"), ACHV 240 | | | x \$35 | = | \$ |
| Ticket Out the Door Pad (1 pad of 250 tickets), ACHV180 | | | x \$4 | = | \$ |
| Upper Elementary Student Flipbook : Language for Academic Writing, CM115 – Fall 2016 | | | x \$12 | = | \$ |
| Secondary Student Flipbook : Language for Academic Writing & Speaking (Set of 5), CM110 | | | x \$48 | = | \$ |
| Discussion Cards , Explicit language support for dynamic academic interactions | Primary K-2 (English) Booklet, ACHV128 | | x \$12 | = | \$ |
| | Primary K-2 (Spanish) Booklet, ACHV129 – Fall 2016 | | x \$12 | = | \$ |
| | Upper Elementary, 3-6 (English) Set, CM122 | | x \$58 | = | \$ |
| | Upper Elementary, 3-6 (Spanish) Set, CM123 | | x \$58 | = | \$ |
| | Secondary Math (English) Set, CM124 | | x \$58 | = | \$ |
| | Secondary (English) Set, CM120 | | x \$58 | = | \$ |
| | Secondary (Spanish) Set, CM121 | | x \$58 | = | \$ |
| Posters , 27x36 folded to 9x12, laminated for dry-erase | Vision of Instruction Poster , ACHV160-30 | | x \$14 | = | \$ |
| | Blueprint for Serving ELs Poster , ACHV160-35 | | x \$14 | = | \$ |
| | SecCM Summary Template (Institutes), CM170-50 | | x \$14 | = | \$ |
| | Phases of Implementation , ACHV160-25 | | x \$14 | = | \$ |
| | Implementation Refining Our Practice Map , ACHV160-20 | | x \$14 | = | \$ |
| | Secondary CM Refining Our Practice Map , CM170-60 | | x \$14 | = | \$ |
| | Elementary CM Refining Our Practice Map , CM180-70 | | x \$14 | = | \$ |
| | Elementary CM Instructional Sequence , CM180-75 | | x \$14 | = | \$ |
| | Systematic ELD Refining Our Practice Map , ELD180-70 | | x \$14 | = | \$ |
| | Drafting Template for Single-Paragraph Summary (English), CM170-55 | | x \$14 | = | \$ |
| Refining Our Practice Map Cards , 8.5x11 two- sided cardstock | Implementation ROP w/ElemCM At-a-Glance , ACHV160-16 | | x \$3 | = | \$ |
| | Implementation ROP w/SecCM At-a-Glance , ACHV160-18 | | x \$3 | = | \$ |
| | Implementation ROP w/ElemELD At-a-Glance , ACHV160-17 | | x \$3 | = | \$ |
| | Implementation ROP w/SecELD At-a-Glance , ACHV160-19 | | x \$3 | = | \$ |
| | Secondary CM ROP w/ Instructional Sequence , CM140-15 | | x \$3 | = | \$ |
| | Elementary CM ROP w/ Instructional Sequence , CM130-15 | | x \$3 | = | \$ |
| | Systematic ELD ROP w/ Instructional Sequence , ELD130-15 | | x \$3 | = | \$ |
| E.L. Achieve Products - Subtotal | | | | | |

Systematic ELD Products (Page 3)

Institute Handbooks

| Item | Qty | Price | Amount |
|--|-----|-------|--------|
| Elementary Systematic ELD Instruction Handbook, 4 th Edition, ELD135 (5 Day Institute) | x | \$150 | = \$ |
| Elementary Systematic ELD Overview for Classroom Teachers (2 Day Introduction), ELD135-10 | x | \$65 | = \$ |
| Secondary Systematic ELD Instruction Handbook, 2 nd Edition, ELD155 (5 Day Institute) | x | \$152 | = \$ |
| Institute Products - Subtotal | | | |

Implementation Support

| Item | Qty | Price | Amount |
|--|------------|--------------|---------------|
| Blackline Masters Booklet , ELD170-20 | x | \$26 | = \$ |
| Cue Cards for Student Interaction Routines , Table Tent Booklet, ELD110 | x | \$29 | = \$ |
| ELD Matrix of Grammatical Forms Poster, 11X17 (Class Set of 30), ELD120 | x | \$27 | = \$ |
| The Learning English Songbook with CD, ELD160 | x | \$25 | = \$ |
| Secondary SysELD Support Kit , Tools for Interactive Language Practice ELD300 | x | \$295 | = \$ |
| Primary (K-2) E.L. Achieve Support Kit , Tools for Interactive Language Practice ACHV310 | x | \$296 | = \$ |
| Elementary (3-6) E.L. Achieve Support Kit , Tools for Interactive Language Practice ACHV320 | x | \$298 | = \$ |
| Systematic ELD Instructional Units | QTY | Price | AMOUNT |
| The Art of Getting Along Unit Theme: ELD400's | BEG | | |
| | INT | | |
| | ADV | N/A | |
| Virtual Fieldtrip Unit Theme: ELD800's | BEG | | |
| | INT | | |
| | ADV | N/A | |
| How's the Weather? Unit Theme: ELD600's | BEG | | |
| | INT | | |
| | ADV | N/A | |
| Visual & Performing Arts Unit Theme: ELD900's | BEG | | |
| | INT | | |
| | ADV | N/A | |
| Ecology: Our Environment Unit Theme: ELD500's | BEG | | |
| | INT | | |
| | ADV | N/A | |
| Healthy Living Unit Theme: ELD700's | BEG | | |
| | INT | | |
| | ADV | N/A | |
| Implementation Support Products - Subtotal | | | |

Constructing Meaning Products (Page 4)

Institute Handbooks

| Item | Qty | Price | Amount |
|--|---------------------------------|--------|--------|
| Elementary <i>Constructing Meaning: Explicit Language for Literacy Instruction Handbook, 2nd Edition, CM135, (5 Day Institute)</i> | x | \$148 | = \$ |
| Secondary <i>Constructing Meaning: Explicit Language for Content Instruction Handbook, 3rd Edition, CM150, (5 Day Institute)</i> | x | \$135 | = \$ |
| Secondary <i>Constructing Meaning: Content Modules (Order Tab 5 inserts for Handbook by content area, at least one per participant but may purchase multiple, as appropriate)</i> | <i>Science, CM150-10</i> | x \$30 | = \$ |
| | <i>Language Arts, CM150-20</i> | x \$30 | = \$ |
| | <i>Social Studies, CM150-30</i> | x \$30 | = \$ |
| | <i>Math, CM150-40</i> | x \$30 | = \$ |
| CM Institute Products - Subtotal | | | |

Implementation Support

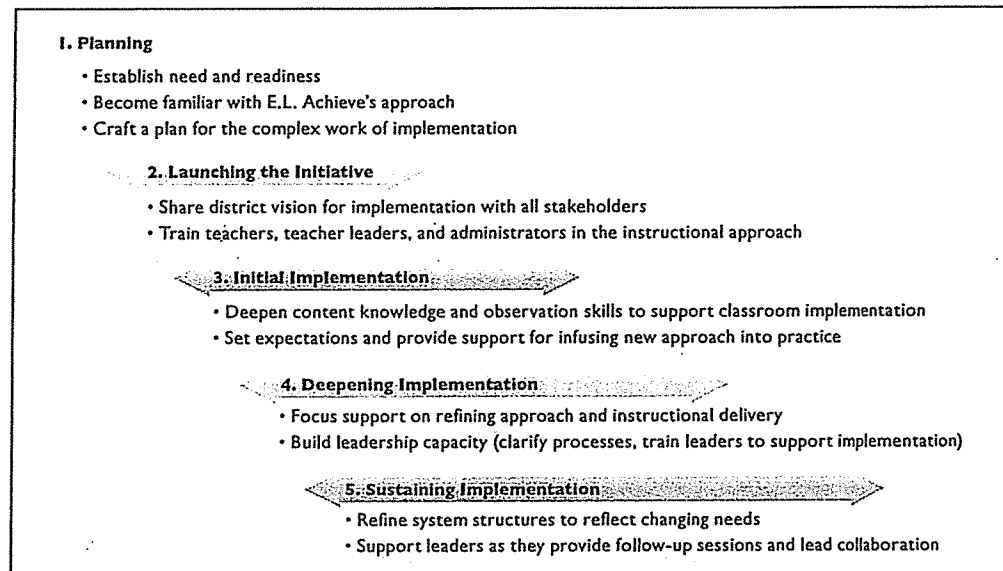
| Item | Qty | Price | Amount |
|--|-----|-------|--------|
| CM Ways We Express Our Thinking Poster (English), 27" x 36", ACHV150 | x | \$14 | = \$ |
| CM Ways We Express Our Thinking Poster (Spanish), 27" x 36", ACHV151 | x | \$14 | = \$ |
| CM Ways We Express Our Thinking Student Cards (English), 8.5" x 11" (Set of 40), ACHV155 | x | \$29 | = \$ |
| CM Ways We Express Our Thinking Student Cards (Spanish), 8.5" x 11" (Set of 40), ACHV156 | x | \$29 | = \$ |
| Secondary CM Support Kit , CM300 (Required for CM Institutes and Units below) | x | \$297 | = \$ |
| Primary (K-2) E.L. Achieve Support Kit , Tools for Interactive Language Practice ACHV310 | x | \$296 | = \$ |
| Elementary (3-6) E.L. Achieve Support Kit , Tools for Interactive Language Practice ACHV320 | x | \$298 | = \$ |
| Secondary CM Units | | | |
| Recognizing Acts of Heroism , Curriculum & 40 Student Workbooks, CM400 | x | \$226 | = \$ |
| Recognizing Acts of Heroism , Student Workbooks (set of 40) CM400-50 | x | \$78 | = \$ |
| Rites of Passage , Curriculum & 40 Student Workbooks, CM410 | x | \$226 | = \$ |
| Rites of Passage Student Workbooks (set of 40) CM410-50 | x | \$78 | = \$ |
| Pursuing the American Dream , Curriculum & 40 Student Workbooks, CM420 | x | \$226 | = \$ |
| Pursuing the American Dream Student Workbooks (set of 40) CM420-50 | x | \$78 | = \$ |
| Determining an Identity , Curriculum & 40 Student Workbooks, CM430 | x | \$226 | = \$ |
| Determining an Identity Student Workbooks (set of 40) CM430-50 | x | \$78 | = \$ |
| CM Implementation Support Products - Subtotal | | | |

E.L. Achieve's mission is to assist educators in equipping English learners for academic achievement. Because the work of increasing English learner success must be collective and sustained, E.L. Achieve takes a system-wide approach and focuses on long-term collaborative planning and implementation.

We establish partnerships with districts and employ a district capacity-building model that initially provides intensive services, support, and guidance, while preparing district, school, and teacher leaders to take charge of their improvement process. Using the science of implementation, we support districts through the recursive phases of implementing professional development initiatives.

Districts establishing a partnership with E.L. Achieve commit to each phase of implementation (see graphic at right). This includes:

- Hosting a District Leadership Orientation
- Crafting a multi-year *District Implementation Plan*
- Providing 5⁺² Institutes for teachers and administrators
- Participating in annual Symposia as district teams
- Establishing a certified District Leadership Team by attending a Leadership Seminar



Exploring

Leadership Overview

In this background-building session, teams learn more about E.L. Achieve's approach to working with districts to improve services for English learners. The Overview is an opportunity to determine whether our initiatives are a good fit for a district's identified English learner needs and program goals.

The Overview is designed to: 1) build awareness of the linguistic needs of English learners, 2) outline E.L. Achieve's approach for increasing academic achievement, and 3) overview the content of our professional development initiatives and the process for launching and building capacity for implementation.

If, after participating in a regional Leadership Overview or Symposium (see description on p. 3), district leaders determine they are interested in moving forward, we will work with them to schedule a District Leadership Orientation. Very small districts may form a consortium to host an Orientation.

I. Planning

District Leadership Orientation

The one-day orientation is customized for the district to lay the groundwork with district administrators, principals, and key teacher leaders to:

- Build awareness of the linguistic needs of English learners. The district reviews English learner achievement data to shape a compelling story about the need for improving language instruction.
- Become familiar with E.L. Achieve's vision of instruction and overview the content of the professional development initiative(s) under consideration.

- Learn about E.L. Achieve's approach for partnering with districts and the capacity-building model we employ to help ensure purposeful and sustainable district-wide implementation.
- Prepare the district team to develop a plan to effectively launch a new initiative.

District: Ensure attendance of all key district administrators, principals, coaches, and teacher leaders, possibly including union representatives. **Follow-up:** Gauge district-wide readiness using E.L. Achieve's *Readiness Survey*. Results will be compiled and used to inform planning with the E.L. Achieve District Support Lead.

Implementation Planning

E.L. Achieve provides technical assistance in crafting a multi-year *District Implementation Plan* using a comprehensive, user-friendly template. It guides leaders in considering data and the allocation of resources as they map out how they will effectively launch a new initiative – from rolling out initial institutes to creating structures for support and setting expectations. Planning also includes how the district will establish leadership capacity for long-term professional development and implementation support at all levels: classroom, school, and district.

Submitting a *District Implementation Plan* is a prerequisite to scheduling professional development services.

District: Begin crafting a multi-year *District Implementation Plan* with a team of key stakeholders. Make liberal use of your E.L. Achieve District Support Lead for technical assistance.

2. Launching the Initiative

5⁺² Institutes (beginning in Fall 2014)

E.L. Achieve provides professional development in a five-day Systematic ELD or Constructing Meaning Institute for up to 50 administrators, teachers, and teacher leaders. Two additional Site Administrator Support Days are described below.

In the five-day institute, a team of two E.L. Achieve presenters incorporates reading, presentation, discussion, and collaborative practice to apply newly learned skills. Each participant receives a comprehensive handbook with a research-based framework and vision of instruction, along with plenty of practical tools. A *Refining Our Practice* tool summarizes and chunks essential skills to guide participants through the institute and prepare them to take their learning to practice. Required intersession homework helps participants try out new learning and collect information to bring back for discussion and reflection.

The institute includes facilitated planning sessions to deepen teachers' understanding and application of Common Core or other state standards through E.L. Achieve's instructional approach. During these sessions, teachers create lessons that address both linguistic and content demands that build from a cognitive task or analysis of student work. District leaders begin to co-facilitate planning sessions to help build leadership capacity for continuing work.

This format offers a deep learning of essential skills while providing ample planning time for teacher application. Throughout the sessions, teachers share their learning and their evolving lesson ideas with their peers.

District or site leaders schedule classroom visits to observe how instruction incorporates the new learning.

District: Use *District Institute Checklist* to prepare for a well-organized event. Register grade-level or course-alike teams so each participant has a colleague with whom to collaborate. Include teacher and administrator leaders who will support implementation from the beginning. Require site administrator attendance for key sessions. Co-facilitate planning sessions. Schedule classroom visits.

*2 Site Administrator Support Days

As teachers grapple with incorporating newly learned skills into their practice, they will inevitably need support from their administrators. We work with district and site administrators to deepen their knowledge and use implementation data to strengthen classroom implementation.

The first session is scheduled following Institute Day Three, and the second session is scheduled after Institute Day Five. We facilitate district and site leaders (principals, coaches, etc.) in guiding collaborative teacher meetings, practicing lesson observation using *Refining Our Practice*, analyzing video lessons to notice how a target skill manifests throughout a lesson, and providing effective feedback using a *Lesson Observation Tool*. Once teams are calibrated, administrators and coaches take *Focused Learning Walks* to visit several classrooms and practice gathering data on teacher practice.

District: Plan outcomes with E.L. Achieve. Include key principals, site leaders, and district administrators. Debrief with E.L. Achieve and update *District Implementation Plan* to reflect new insights.

Website Support

Institute participants are provided access to online resources available through the E.L. Achieve website. These resources include instructional templates, professional readings, instructional unit support, and a community forum.

District: Ensure that each institute participant registers for the initiative-specific website.

3. Initial Implementation

Continuing Learning Webinars

Refining practice at the district, site, and classroom levels is an ongoing process. We offer a range of just-in-time learning events. Our webinar series provides one-hour sessions revisiting key topics throughout the academic year. Districts may also contract for personalized sessions.

District: Strategically schedule group viewings and debriefs to maximize efficacy.

Annual Symposium

The two-day Symposium is an opportunity for teams – district administrators, site principals, district and site coaches, and teacher leaders – to strengthen their district's expert community and make sure efforts are paying off in increased English learner achievement.

Team members select from a range of sessions to deepen their practice in Systematic ELD and/or Constructing Meaning in order to meet the demands of the Common Core State Standards and heighten their ability to lead effective implementation at the classroom, site, and district levels. They also learn more about E.L. Achieve's instructional resources and services.

District: Select and register site principals and key district administrators and teacher leaders. Work with team members to select sessions that best meet their needs. Facilitate conversations during general sessions. Lead planning session at end of Symposium. Follow through with implementing new insights.

ADDITIONAL ON-SITE SUPPORT SERVICES FOR INITIAL, DEEPENING, AND SUSTAINING IMPLEMENTATION

These additional support services begin during Initial Implementation. As districts move to Deepening and Sustaining phases, the services evolve to meet changing district needs.

Facilitated Planning Sessions

E.L. Achieve staff and district leaders co-facilitate a full-day planning session to deepen teachers' understanding and application of Common Core or other state standards and E.L. Achieve's instructional approach. During these sessions, teachers create lessons that address both linguistic and content demands. Planning can build from a cognitive task or analysis of student work.

This format offers a deep review of the essential skills of the initiative while providing ample planning time for teacher application. Throughout the day, teachers share their learning and their evolving lesson ideas with their peers.

At the close of the session, district or site leaders schedule classroom visits to observe how instruction incorporates the new learning.

District: Co-plan session with E.L. Achieve team member. Identify teachers, principals, and any other site leaders. Co-facilitate session. Schedule additional support for leading facilitated planning sessions, as needed. Schedule classroom visits.

Plan, Teach, Reflect

Plan, Teach, Reflect increases the capacity of site and district leaders to build a culture of collaboration through the facilitation of planning, teaching, and reflecting cycles with teacher teams around specific skills.

We model and provide guidance in facilitating: 1) content-specific lesson planning, 2) focused lesson observation (up to 10 observers), and 3) purposeful debriefing for the group to reflect on delivery of lesson elements and the quality of student interaction. The purpose is to increase the capacity of the principal, coach, or other leader to facilitate this type of learning with teacher teams.

Over two to five days of support, teachers and leaders are empowered to take charge of their learning and continued improvement.

District: Take the temperature of skills: teacher practice and expectations for students. Gauge climate: opportunities and willingness to collaborate. Support principals, coaches, and site leaders to lead future cycles.

Administrator Implementation Support

Using implementation and student achievement data, E.L. Achieve works with districts to customize services that can include:

- Reviewing effectiveness of structures for student placement
- Revisiting and refining the monitoring of student progress (including analysis of student work, assessment data, classroom observation data, etc.)
- Conducting *Focused Learning Walks* to capture trend data on the implementation level of currently targeted skills. By visiting several classrooms for a brief period of time, leadership teams are able to gather information about teacher practice. After visiting classrooms, the teams are guided through a process to summarize data, identify needed support, and plan next steps.
- Coaching support of administrators to provide focused feedback (i.e., on lesson delivery, student engagement, pacing, *Refining Our Practice* skills, *Implementation Survey* results)

District: Invite trained site and district administrators and leads. Identify quarterly focus and take stock of needed administrator support using *Refining Our Practice: Leading Implementation*. Work with site and district leaders to identify successes and consider how to address challenges. Debrief with E.L. Achieve and refine the *District Implementation Plan*, as appropriate.

4. Deepening Implementation

Leadership Seminar

The purpose of the five-day Leadership Seminar is to develop a certified district leadership team with the capacity to lead implementation support services internally. Participants learn to support teachers in designing, refining, and delivering instruction, and to facilitate ongoing learning and collaboration sessions.

An effective team should include instructional leaders, emerging leaders, and experienced professional developers. The goal is for participants to gain a deeper knowledge of the initiative so they can support colleagues in building their *Refining Our Practice* skills and applying the vision of explicit language instruction. Applications can be found under [Leadership Seminar Events](#) on our events web page.

Once certified as part of the Leadership Team, leaders have access to E.L. Achieve's password-protected Leading Implementation website.

Administrator Strand

Key site and district administrators attend a three-day Administrator Strand to dig deeper into the phases of implementation and to plan for next steps in continuing to move their E.L. Achieve initiative toward the district vision for English learners.

District: Identify district, site, and classroom leaders. Provide support in completing application process. Clarify district expectations for leadership team. Review certification requirements. Invite key administrators to Administrator Strand.

Internal Presenter Teams

Districts wishing to establish their own presenter teams identify potential presenters who may be supported through that lens during the Leadership Seminar. Following the Seminar, districts contract with E.L. Achieve to lead Apprentice Institutes and work with apprentices to prepare for each day.

Once certified, presenters may offer five-day Institutes within their district. E.L. Achieve staff is available to support presenters with coaching via email/telephone (no cost) and to continue co-presenting (coaching rate), as needed.

District: Identify strong leaders who are experienced presenters from district and/or site level. Communicate to E.L. Achieve the intention to develop an internal presenter team. Clarify district expectations for presentation team. Mentor through the certification process.

5. Sustaining Implementation

E.L. Achieve provides continuing learning and support through websites, webinars, and on-site services.

District: Ensure new staff is well trained and supported in district initiative(s). Use both implementation and student achievement data at regular intervals to address ongoing needs identified by *Refining Our Practice* tools. Maintain collaborative structures to equip leaders to provide ongoing support for the initiative(s).