



Agreement No. _____

AGREEMENT BETWEEN THE SAN MATEO COUNTY OFFICE OF EDUCATION AND RAVENSWOOD CITY ELEMENTARY SCHOOL DISTRICT

This Agreement is entered into this 14th day of September 2021, by and between the San Mateo County Superintendent of Schools on behalf of the San Mateo County Office of Education, hereinafter called "SMCOE," and, Ravenswood City Elementary School District, hereinafter called "Entity."

* * *

Whereas, it is necessary and desirable that SMCOE perform work/services for Entity for the purpose of: providing professional learning support for Ravenswood City School District grade 6-8 mathematics teachers.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by SMCOE

In consideration of the payments set forth in this Agreement and in Exhibit B, SMCOE shall perform services for Entity in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by SMCOE in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Entity shall make payment to SMCOE based on the rates and in the manner specified in Exhibit B. In no event shall Entity's total fiscal obligation under this Agreement exceed Sixteen thousand five hundred fifty dollars (\$16,550), plus \$150/teacher for Math Milestones Materials Membership. In the event that Entity makes any advance payments, SMCOE agrees to refund any amounts in excess of the amount owed by the Entity at the time of contract termination or expiration.

4. Term

The term of this Agreement shall be from September 14, 2021 through June 30, 2022.

5. Termination

This Agreement may be terminated by SMCOE, by the SMCOE's Deputy Superintendent of Business Services or his/her designee, or by Entity at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. In the event of termination, SMCOE shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

6. Relationship of Parties

It is expressly understood that this is an agreement between two independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both SMCOE and Entity is to create an independent contractor relationship.

7. Hold Harmless

Each party shall defend, indemnify, and hold the other party, its officers, agents, subcontractors, and employees harmless from and against any and all liability, loss, expense, attorneys' 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, attorneys' 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, agents, subcontractors, or employees.

8. Assignability and Subcontracting

SMCOE shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by SMCOE under this Agreement without the prior written consent of Entity.

9. Insurance

a. General Requirements

Entity shall advise SMCOE of any insurance coverage requirements, and SMCOE shall provide evidence of appropriate coverage to Entity upon request.

b. Workers' Compensation and Employer's Liability Insurance

Each party to this Agreement shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, each party certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

SMCOE shall be self-insured during the term of this Agreement under such bodily injury liability and property damage liability insurance as shall reasonably protect SMCOE and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from SMCOE's operations under this Agreement, whether such operations be by SMCOE, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

10. Retention of Records; Right to Monitor and Audit

Each party shall maintain all required records relating to services provided under this Agreement for three (3) years after Entity makes final payment and all other pending matters are closed, and such records shall be subject to the examination and/or audit by the other party, a Federal grantor agency, and the State of California.

Each party agrees upon reasonable notice to provide to the other party, to any Federal or State department having monitoring or review authority, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

11. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

12. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

13. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for

overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of SMCOE, to:

Name/Title: Jared Prolo, Executive Director
Address: San Mateo County Office of Education
101 Twin Dolphin Dr
Redwood City, CA 94065
Telephone: 650-802-5356
Facsimile: 650-802-5503
Email: jprolo@smcoe.org

In the case of Entity, to:

Name/Title: Lara Burenin, Director
Address: 2120 Euclid Ave.
East Palo Alto, CA 94303
Telephone: 650-329-2800 X60177
Facsimile: 650-325-3015
Email: lburenin@ravenswoodschools.org

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Entity:

Name (please print)

Title

Signature

Date

For SMCOE:

Authorized Designee

Date



Exhibit A

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 professional learning support for Ravenswood City School District grade 6-8 mathematics teachers.

II. Responsibilities Under this Agreement

A. ENTITY shall:

1. Be available to meet and plan with **SMCOE** staff.
2. Communicate expectations to staff designated under this Agreement.
3. Ensure full participation of designated educators and administrators.
4. Provide any refreshments needed during professional learning sessions.
5. Provide the trainers access to a projector and speakers

B. SMCOE shall:

1. Identify and reserve qualified staff to fulfill the responsibilities of this Agreement.
2. Schedule qualified staff, in agreement with **ENTITY** staff, to provide the agreed-upon support and services.
3. Utilize evidence-based practices that provide for effective implementation.
4. Provide professional learning sessions to 6-8 grade teachers.

In consideration of the payments set forth in Exhibit B, SMCOE shall provide the following services:

Description of Services to be performed by SMCOE:

Scope of Work

Ravenswood City School District

San Mateo County Office of Education, in partnership with Math Milestones (MM), will provide professional learning support for Ravenswood City School District grade 6-8 mathematics teachers.

(3) 120 minute MM professional learning modules for grades 6-8 delivered by MM team members Harold Asturias and San Mateo County Office of Education (SMCOE) Math Coordinator, Kim Bambao.

In addition, (9) 60 minute Professional Learning Community (PLC) sessions will be facilitated for each grade level team following each MM module.

The sessions, specific time frames, and deliverables are as follows:

- Professional Learning Sessions:
 - MM Module 1: September 29, 2021 from 1:30–3:30 PM
 - MM Module 2: November 3, 2021 from 1:30–3:30 PM
 - MM Module 3: March 9, 2022 from 1:30–3:30 PM
- PLC sessions:
 - Nine (9) one-hour PLC sessions: Three sessions per grade level team, 6th, 7th and 8th, following each of the three module sessions.

Exhibit B

In consideration of the services provided by SMCOE described in Exhibit A and subject to the terms of the Agreement, Entity shall pay SMCOE based on the following fee schedule and terms:

Fee Schedule and Term

It is mutually understood and agreed by and between the parties that the payment is due within thirty (30) days of invoice date.

Total Cost: \$16,550, plus \$150/teacher for Math Milestones Materials Membership

- Three Modules PL Sessions = \$8,450
- Nine (9) PLC Sessions = \$8,100
- Mile Milestones Materials Membership = \$150/teacher