

HAYWARD UNIFIED SCHOOL DISTRICT
CONTRACT ABSTRACT FOR BOARD AGENDA ITEMS

Curriculum Associates

September 16, 2015

Name of Vendor: Curriculum Associates

Cost: \$104,800 (iReady software licenses, professional development, and technical support).

2015-2016 School Year: \$104,800 (cost of contract) / 3600 (students) = \$29.11 per student

Purpose: Curriculum Associates is a rapidly growing education company committed to making classrooms better places for teachers and students. Curriculum Associates will provide iReady software licenses for students and staff, online diagnostic tools for math and reading, and 6 hours of on-site professional development. Designed and developed to meet the rigor of the Common Core, iReady Diagnostic & Instruction for reading and mathematics addresses these challenges head-on by combining an adaptive diagnostic assessment with personalized instruction, reliable growth monitoring, and comprehensive reporting tools for staff. The program will operate at five (5) elementary school sites during the regular school day and at twenty one (21) elementary after school sites through the Youth Enrichment Program (YEP). During the 2015-2016 school year, iReady will operate at a minimum of 90 minutes per week during the regular school day and after school programs. A maximum of 3,600 students will benefit from the iReady Program.

These efforts are tied to:

Board Goal #2.1 — Ensure all students have access to and success in a broad curriculum. (LCAP priority 7);

Board Goal #2.2 — Students will master Common Core State Standards. (LCAP priority 2)

Board Goal: 3.1 - Provide a safe learning environment by improving school climate through the development of programs and services that support student needs. (LCAP priority 6)

Funding Source: Supplemental Concentration Funds, Title I, YEP

Evaluation Criteria: Performance measurements will be provided through student attendance reports and an evaluation report. The contractor will be evaluated by the number of students served reporting a minimum of 95% of students will have successfully completed the pre/post diagnostics. Additionally, students who participate in 90 minutes of weekly instruction will show improvement in the skills assessed during the pre/post diagnostic. Penalty for non-performance requirements and failure to meet terms and conditions of contract shall be revocation for contractor funding.

Term: September 16, 2015-June 1, 2016

Training and Maintenance/Warranty: N/A

Contacts:

Chien Wu-Fernandez, Assistant Superintendent, Student & Family Services x72625

Matt Wayne, Ed. D., Assistant Superintendent, Educational Services x 72655

HAYWARD UNIFIED SCHOOL DIST.

Consultant or Service Validation Form

Site Location: District Office Date: 9/16/2015

Individual Requesting Consultant or Service: Christy Gerren Title: SPSP Director

Brief Description of Need: (please reference i.e. Ed Code, District Goals, CDE compliance or SPSA)

Hayward Unified School District has a need for a diagnostic and instruction system that can identify how students will perform on a Common Core assessment and provide the instructional support needed to make significant gains. The program will operate at five (5) elementary school sites during the regular school day and at twenty one (21) elementary after school sites through the Youth Enrichment Program (YEP). During the 2015-2016 school year, iReady will operate at a minimum of 90 minutes per week during the regular school day and after school programs. A maximum of 3,600 students will benefit from the iReady Program. Curriculum Associates will also provide the following items to the Coordinator of the Before and After School Program: student attendance reports, evaluation report, and survey feedback from professional development. These reports will allow the Coordinator to review the program goals to ensure the students are receiving the intended services as stated in the scope of work. Curriculum Associates will support the following board goals: Board Goal #2.1 — Ensure all students have access to and success in a broad curriculum. (LCAP priority 7); Board Goal #2.2 — Students will master Common Core State Standards. (LCAP priority 2); Board Goal: 3.1 - Provide a safe learning environment by improving school climate through the development of programs and services that support student needs. (LCAP priority 6)

Student/Staff/Site Counsel Mtg Conducted: ☒ YES ☐ NO ☐ N/A

Proposals Solicited: ☒ YES ☐ NO

Briefly describe justification for consultant or service provider selected:

This contract is a new service to the Youth Enrichment Programs and Hayward Unified School District. Curriculum Associates released iReady in the summer of 2011. Since then, the states of New York, Ohio, and Virginia have approved the program as a valid and reliable student growth measure. Additionally, iReady has been reviewed and approved at the state level as an assessment, instructional resource, or intervention in Colorado, Georgia, Massachusetts, Oklahoma, Tennessee, and Utah. The use of the iReady program will help educators predict how their students will perform on a Common Core assessment based on their performance in iReady Diagnostic. Furthermore, the iReady Diagnostic will provide explicit, systematic, and scaffolded instruction in reading and mathematics.

Criteria Metric for contractor evaluation: Performance measurements will be provided through student attendance reports and an evaluation report. The contractor will be evaluated by the number of students served reporting a minimum of 95% of students will have successfully completed the pre/post diagnostics. Additionally, students who participate in 90 minutes of weekly instruction will show improvement in the skills assessed during the pre/post diagnostic. Penalty for non-performance requirements and failure to meet terms and conditions of contract shall be revocation for contractor funding.

Indicate Funding Code: Estimated cost \$ 104,800

Other Consultants or Service Providers Contacted

Name	Description of services offered	Cost
1 Success Maker	Online reading and diagnostic software	48,508.50
2 Accelerated Reader	Online reading and diagnostic software	\$73,007.50
3		

Action: ☐ Approved ☐ Modified Approval ☐ Disapproved

☐ Deferred Approval ☐ Follow-up Required Suspense Date: _____

HAYWARD UNIFIED SCHOOL DIST.

The Scope of Work

1. Describe the service to be provided:

Hayward Unified School District has a need for a diagnostic and instruction system that can identify how students will perform on a Common Core assessment and provide the instructional support needed to make significant gains. The program will operate at five (5) elementary school sites during the regular school day and at twenty one (21) elementary after school sites through the Youth Enrichment Program (YEP). During the 2015-2016 school year, iReady will operate at a minimum of 90 minutes per week during the regular school day and after school programs. A maximum of 3,600 students will benefit from the iReady Program. Curriculum Associates will also provide the following items to the Coordinator of the Before and After School Program: student attendance reports, evaluation report, and survey feedback from professional development. These reports will allow the Coordinator to review the program goals to ensure the students are receiving the intended services as stated in the scope of work.

Cost Analysis:

$\$104,800$ (cost of contract) / $3,600$ (students served) = $\$29.11$ (cost per student)

These efforts are tied to: Board Goal #2.1 — Ensure all students have access to and success in a broad curriculum. (LCAP priority 7); Board Goal #2.2 — Students will master Common Core State Standards. (LCAP priority 2); Board Goal: 3.1 - Provide a safe learning environment by improving school climate through the development of programs and services that support student needs. (LCAP priority 6)

2. Who is benefitting from the service? Specifically, who will be served (number of students, grade, etc.)?

This service will benefit approximately a combined 3,600 students, K-6th grade, during the regular school day and after school in the Youth Enrichment Program.

3. What are the expected outcomes? What will students/teachers be able to do after they receive the service?

With this service, students will become better prepared for Common Core assessments, have increased computer literacy, and more confident problem-solvers. The professional development and online software access provided by Curriculum Associates will benefit school day and after school staff in the following ways: 1. Strategies for differentiated instruction, 2. Strategies for monitoring student progress, and 3. Increased knowledge of Common Core instruction strategies in reading and math.

4. How is it measurable? What tools/data will be used to measure student success?

The iReady Program provides immediate, prescriptive reports that inform data-driven instructional decisions. Staff will utilize individual student reports to identify students who may be struggling with the activities. Additionally, iReady provides reporting tools to identify progress toward mastery of Common Core State Standards. The program coordinator will conduct a comparison between iReady participants versus non-participants to show differences in Common Core mastery.

5. What impact should we expect? What is the short term/long term impact on those served?

We expect that the iReady Program will provide significant gains for students in Common Core assessment based on the pre/post diagnostics. 90% of students who participate will show one grade level of improvement from beginning to end.

6. Why did you choose this contractor? If more than one school, why were these schools chosen?

This contract is a new service to the Youth Enrichment Programs and Hayward Unified School District. Curriculum Associates released iReady in the summer of 2011. Since then, the states of New York, Ohio, and Virginia have approved the program as a valid and reliable student growth measure. Additionally, iReady has been reviewed and approved at the state level as an assessment, instructional resource, or intervention in Colorado, Georgia, Massachusetts, Oklahoma, Tennessee, and Utah. The use of the iReady program will help educators predict how their students will perform on a Common Core assessment based on their performance in iReady Diagnostic. Furthermore, the iReady Diagnostic will provide explicit, systematic, and scaffolded instruction in reading and mathematics.

Hayward Unified School District

Curriculum Associates

2015-2016

**Independent
Contractors
Agreement**

INDEPENDENT CONTRACTORS AGREEMENT

This Agreement is entered into between the Hayward Unified School District (DISTRICT) and Curriculum Associates, LLC (CONTRACTOR).

Recitals

1. DISTRICT is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters with persons specially trained, experienced and competent to perform such services.
2. DISTRICT needs special services and advice as follows:
Contractor will provide online software licenses for students and staff, professional development, and on-going technical support during the 2015-2016 school year for the implementation of i-Ready.
3. CONTRACTOR is specially trained, experienced and competent to provide such services.

THEREFORE, the parties agree as follows:

Terms

1. Services/Work Product

CONTRACTOR agrees to provide the following services:

- Professional Development training for i-Ready and Ready
- i-Ready Prof Dev Onsite Getting Started & Leadership Best Practices + Site-Based Understanding Data & 1 coaching day
- i-Ready & Ready Prof Dev Onsite PD for Blended Model of learning

2. Term

CONTRACTOR shall commence work on or about **September 17, 2015**. The work shall be completed no later than **June 1, 2016**.

3. Compensation

DISTRICT shall pay CONTRACTOR a total fee of \$ One hundred and four thousand and eight hundred dollars (\$104,800) payable within 30 days of invoice.

4. Completeness of Agreement

This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

5. Status of Contractor

This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Worker's Compensation coverage for CONTRACTOR's employees and for payment of all federal, state and local payroll taxes for and on behalf of CONTRACTOR's employees.

6. Fingerprinting

By execution of this Agreement/Contract, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the DISTRICT determines that the CONTRACTOR and CONTRACTOR's employees will have limited contact with pupils. In making this determination, the DISTRICT will consider the totality of the circumstances, including factors such as the length of time the CONTRACTOR and CONTRACTOR'S employees will be on school grounds, whether pupils will be in proximity with the site where the CONTRACTOR and CONTRACTOR'S employees will be working, and whether the CONTRACTOR and CONTRACTOR'S employees will be alone or with others.

(a) **DISTRICT Determination of Fingerprinting Requirement Application**

The DISTRICT has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR's employees:

X are subject to the fingerprinting requirements of Education Code Sections 45125.1 and/or 45125.2 and Paragraph (b) below, is applicable.

are not subject to the fingerprinting requirements of Education Code Section 45125.1 or 45125.2 and Paragraph (c) below, is applicable.

- (b) If the DISTRICT has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that: (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who

may come in contacts with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to the Governing Board of the DISTRICT a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.

(c) Even if the DISTRICT has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR's employees on a school site: (1) CONTRACTOR and CONTRACTOR's employees shall check in with the school office each day immediately upon arriving at the school site; (2) CONTRACTOR and CONTRACTOR's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, CONTRACTOR and CONTRACTOR's employees shall not change locations without contacting the school office; (4) CONTRACTOR and CONTRACTOR's employees shall not use student restroom facilities; and (5) If CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

7. Indemnification

CONTRACTOR agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to CONTRACTOR in connection with the performance of this Agreement.

8. Insurance

CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the DISTRICT and shall name the DISTRICT as an additional insured. Copies of all policies shall be forwarded within ten (10) days of the signing of this Agreement, but in all instances prior to the start of CONTRACTOR'S work.

9. Equipment and Materials

CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement except:
District provides Laptops/computers and projector and internet.

10. Licenses and Permits

CONTRACTOR shall obtain and keep in force all licenses, permits and certificates necessary for the performance of this Agreement.

11. Assignment

CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.

12. Non-Discrimination

CONTRACTOR shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex, marital status, medical condition or physical handicap.

13. Termination

DISTRICT may at any time terminate this Agreement upon written notice to CONTRACTOR. DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination.

In addition, DISTRICT may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, DISTRICT may secure the required services from another contractor. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

14. Copyright

Any written product produced under this Agreement shall be a work for hire and shall be the property of DISTRICT. DISTRICT shall have the right to secure a copyright and the product may not be used, in any manner, without DISTRICT's written permission.

15. Waiver

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

16. Attorney's Fees

If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

17. Governing Law

This Agreement shall be governed by the laws of the State of California.

18. Severability

In the event that any portion of this Agreement is finally determined by a court of

competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

19. Notice

All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT:

**Hayward Unified School District
Business Division Office
24411 Amador Street
Hayward, CA 94544**

CONTRACTOR:

M. Vicky Hurwitz, Curriculum Associates
153 Rangeway Rd.
N. Billerica, MA 01862

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party may give written notice of a change in address.

ALL INDEPENDENT CONTRACTOR AGREEMENTS MUST BE SIGNED BY THE INITIATING ADMINISTRATOR AND CONTRACTOR PRIOR TO SUBMISSION FOR DISTRICT APPROVAL. WORK MUST NOT BEGIN PRIOR TO RECEIVING DISTRICT APPROVAL DESCRIBED BELOW.

Hayward Unified School District

By: Matt Wayne, Ed. D.
Initiating Administrator

Title: Assistant Superintendent, Educational Services

School/Dept: Educational Services

Date: _____

Curriculum Associates, LLC

Contractor
By: M. Vicky Hurwitz M. Vicky Hurwitz

Title: VP Strategic Planning

Date 9/1/15

26-3954988
Taxpayer Identification/Social Security Number

AN AUTHORIZED HUSD REPRESENTATIVE MUST SIGN ALL INDEPENDENT CONTRACTOR AGREEMENTS. AGREEMENTS OF OVER \$5,000 MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO COMMENCING ANY WORK.

By: _____
Authorized HUSD Representative

HUSD Board Approval Date

Date: _____
