

**Professional Services Agreement
between
University Enterprises, Inc., on behalf of California State University, Sacramento
and
Elk Grove Unified School District**

THIS AGREEMENT ("Agreement"), dated and effective as of July 1, 2018 (the "Effective Date"), is between University Enterprises, Inc., on behalf of the Center for Mathematics and Science Education at California State University, Sacramento ("UEI/CSUS"), and Elk Grove Unified School District, with offices at 9510 Elk Grove-Florin Road, Elk Grove, CA 95624 ("DISTRICT").

RECITALS

1. WHEREAS, University Enterprises, Inc. ("UEI") is an auxiliary organization of California State University, Sacramento ("CSUS") and serves as the University's fiscal agent for grant and contract awards made in support of the research and public service activities of its faculty, centers, and institutes; and

2. WHEREAS, DISTRICT would like to engage the services of Center for Mathematics and Science Education ("Center"), to provide a two-year program of professional development to improve teacher understanding of Next Generation Science Standards and the Common Core State Standards related to science learning, as detailed in the attached Attachment A (Scope of Work); and

3. WHEREAS, the performance of such services is consistent, compatible and beneficial to the academic role and mission of CSUS as an institution of higher education; and

4. WHEREAS, UEI/CSUS is willing to provide such services under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, DISTRICT and UEI/CSUS agree as follows:

B. SCOPE OF WORK

UEI/CSUS agrees to use all reasonable efforts to perform for DISTRICT the activities described in Attachment A (hereinafter the "Scope of Work" or "the project"). The activities will be under the direction and supervision of Rich Hedman ("Principal Investigator"). If Principal Investigator is for any reason unable to continue the work under the Scope of Work, the parties may select a mutually acceptable substitute or terminate this Agreement.

C. TERM

This Agreement shall become effective as of July 1, 2018, and shall be effective until June 30, 2020, unless extended pursuant to mutual agreement in writing between the parties. Project costs incurred before the effective date but that would have been allowed had they occurred after the Agreement was fully executed shall be allowed.

D. COMPENSATION

DISTRICT agrees to reimburse UEI/CSUS for services performed under this Agreement in the total amount of \$130,895, payable within thirty (30) days of receipt of UEI/CSUS's invoices according to the following schedule:

<u>Payment Amount</u>	<u>When Payable</u>
\$17,956.50	On contract effective date
\$17,956.50	At conclusion of 2018 Summer Institute
\$11,611.50	11/30/2018
\$11,611.50	4/30/2018
\$23,872.20	6/30/2018
\$23,872.20	At conclusion of 2019 Summer Institute
\$12,007.30	11/30/2019
\$12,007.30	6/30/2019

The address for invoicing is as follows:

Elk Grove Unified School District
 Attn: Kaye Schwartz, ESIL Project Director
 Curriculum & Learning
 9510 Elk Grove-Florin Road
 Elk Grove, CA 95624

DISTRICT agrees that if any balance remains after all expenses of the project are paid, that balance may be used by UEI/CSUS to support Center's general operations.

E. REPORTING REQUIREMENTS

UEI/CSUS will provide reports on the progress of the project as outlined or required in the Scope of Work.

F. GENERAL PROVISIONS

1. Indemnification and Insurance. (a) Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees, to the full extent required or permitted by law. (b) Each party will provide evidence of its general liability insurance coverage upon the request of the other party.

2. Compliance with Laws; Nondiscrimination. Each party agrees to comply with all applicable federal, state and local laws, codes, regulations, rules and orders in relation to the work under this Agreement, and specifically agrees not to deny this Agreement's benefits to any person on the basis of race, color, national origin, religion, sex (including pregnancy, childbirth, and related medical conditions), age (40 or over), physical or mental disability, citizenship status, genetic information, marital status, sexual orientation and identity, AIDS/HIV status, medical condition, political activities or affiliations, military or veteran status, or status as a victim of domestic violence assault or stalking.

3. Assignment. Neither party shall assign nor transfer any interest in this Agreement, nor assign any claims for money due or to become due during this Agreement, without the prior written approval of the other party.

4. Termination. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other. In addition, UEI/CSUS may terminate this Agreement without liability in the event Principal Investigator leaves CSUS or is otherwise unavailable to perform the work. All reasonable costs and non-cancelable obligations incurred by UEI/CSUS at the time of said termination shall be reimbursed by DISTRICT, not to exceed the total amount specified above. At the request of DISTRICT, all unused DISTRICT-supplied tangible materials at the time of termination shall either be destroyed by UEI/CSUS or returned to DISTRICT.

5. Notices. All notices or communications given hereunder shall be in writing and shall be delivered by hand, or by overnight courier, by facsimile with confirmation by mail, with all delivery charges prepaid and addressed to the parties as follows:

TO DISTRICT:
Shannon Hayes, Chief Financial Officer
Finance and School Support
Elk Grove Unified School District
9510 Elk Grove-Florin Road
Elk Grove, CA 95624

TO UEI/CSUS:
Monica F. Kauppinen, Director
Sponsored Programs Administration
University Enterprises, Inc.
6000 J Street, Bookstore Bldg, Suite 3400
Sacramento, CA 95819-6111

6. Governing Law. This Agreement will be governed by and be construed in accordance with the laws of the State of California. Any claim, action or suit between UEI, CSUS, DISTRICT, or any of them, that arises out of or relates to performance of this Agreement will be brought and conducted solely and exclusively a state or federal court of competent subject matter jurisdiction located within Sacramento County.

7. Changes and Amendments. This Agreement, together with its attachments, constitutes the entire agreement between the parties with respect to the Scope of Work, and no amendments shall be effective unless made in writing and signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and of any attachment, the terms of this Agreement control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

UNIVERSITY ENTERPRISES, INC., ON BEHALF
OF CALIFORNIA STATE UNIVERSITY,
SACRAMENTO

ELK GROVE UNIFIED SCHOOL DISTRICT

By: _____
Monica F. Kauppinen, Director
Sponsored Programs Administration

By: _____
Shannon Hayes, Chief Financial Officer
Finance and School Support

**ATTACHMENT A to
PROFESSIONAL SERVICES AGREEMENT BETWEEN
UNIVERSITY ENTERPRISES, INC., ON BEHALF OF
CALIFORNIA STATE UNIVERSITY, SACRAMENTO, AND
ELK GROVE UNIFIED SCHOOL DISTRICT**

SCOPE OF WORK

The Center for Mathematics and Science Education (MASE Center) at California State University, Sacramento (CSUS) will provide a two-year professional learning program to Elk Grove Unified School District (EGUSD) teachers to improve teacher understanding of the Next Generation Science Standards (NGSS) and the Common Core State Standards (CCSS) related to science learning in order to help teachers shift their teaching practices and their classroom science lessons to better align with the NGSS science and engineering practices and the CCSS reading, writing, and speaking and listening practices.

I. PROGRAM YEAR ONE – July 1, 2018 to June 30, 2019

A. 2018 Summer Institute

1. MASE Center will provide a four-day summer institute to support professional learning for EGUSD teachers and administrators as follows:
 - a. During all four days, a cohort of twenty-seven (27) teachers of Grades 3-6 (three teachers each from nine EGUSD elementary schools) will attend.
 - b. During two days of the days, nine (9) middle and high school teacher leaders will attend, joining the elementary school teachers for some sessions and attending other sessions developed specifically for middle and high school teachers.
 - c. For one day of the days, nine (9) administrators or school principals will attend, joining the elementary school teachers for some sessions and attending other sessions developed specifically for administrators and principals.
2. The summer institute will:
 - a. Be grounded in the NGSS and CCSS documents and practices.
 - b. Provide teachers with new instructional tools and strategies for classroom use.
 - c. Engage teachers in a relevant, exemplary science experience followed by structured reflection.
 - d. Include focused teacher collaboration, sharing and design time.
3. The 2018 Summer Institute is currently scheduled to be held at Sacramento State on the following dates:

July 9, 10, 11 and 12, 2018

These dates and location may be revised in writing (email is acceptable) on mutual agreement of the parties' representatives.

B. Ongoing Consultation Support – 2018-19 Academic Year

1. For the teachers involved in the 2018 Summer Institute, MASE Center will provide:

- a. Ongoing consultation, as needed, during the 2018-19 school year. Consultations may occur over the telephone, in person at Sacramento State or at EGUSD facilities, or over the Internet.
- b. Six two-hour follow-up group meetings to take place at Elk Grove USD facilities. The meetings will be scheduled in writing (email is acceptable) on mutual agreement of the parties' representatives.

II. PROGRAM YEAR TWO – July 1, 2019 to June 30, 2020

A. 2019 Summer Institute

1. MASE Center will provide a four-day summer institute to support professional learning for EGUSD teachers and administrators as follows:
 - a. During all four days, a cohort of fifty-four (54) teachers of Grades 3-6 will attend.
 - b. During two days of the days, eighteen (18) middle and high school teacher leaders will attend, joining the elementary school teachers for some sessions and attending other sessions developed specifically for middle and high school teachers.
 - c. For one day of the days, eighteen (18) administrators or school principals will attend, joining the elementary school teachers for some sessions and attending other sessions developed specifically for administrators and principals.
2. The summer institute will:
 - a. Be grounded in the NGSS and CCSS documents and practices.
 - b. Provide teachers with new instructional tools and strategies for classroom use.
 - c. Engage teachers in a relevant, exemplary science experience followed by structured reflection.
 - d. Include focused teacher collaboration, sharing and design time.
3. The 2019 Summer Institute is currently anticipated to be held at Sacramento State and will be held on dates as agreed in writing (email is acceptable) on mutual agreement of the parties' representatives. The dates and location may be revised in writing (email is acceptable) on mutual agreement of the parties' representatives.

B. Ongoing Consultation Support – 2019-20 Academic Year

1. For the teachers involved in the 2019 Summer Institute, MASE Center will provide:
 - a. Ongoing consultation, as needed, during the 2019-20 school year. Consultations may occur over the telephone, in person at Sacramento State or at EGUSD facilities, or over the Internet.
 - b. Six two-hour follow-up group meetings to take place at Elk Grove USD facilities. The meetings will be scheduled in writing (email is acceptable) on mutual agreement of the parties' representatives.

IN SUPPORT OF THE SCOPE OF WORK, DISTRICT AGREES TO PROVIDE:

Names and email addresses of participants for use with the Sacramento Area Science Project's statewide reporting requirements.