

Tulare County Office of Education

Committed to Students, Support and Service

Jim Vidak
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 733-6328
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

Administration
Building & Conference
Center
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

Liberty Center/
Planetarium &
Science Center
11535 Ave. 264
Visalia

INDEPENDENT CONTRACTOR PROVISIONS

(To be completed and signed by an individual or agent of entity.)

Please provide the following information and sign the statement at the bottom of the page.

Name of Independent Contractor or Entity:

Improvement Collective

Tax Identification Number: 82-1288087

Address: 544 59th Street

City: Oakland

State: CA

Zip: 94609

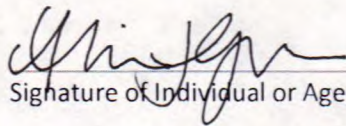
Phone: 303-514-6606

E-mail: alicia@improvementcollective.com

Type of Organization (check one):

- Individual
 Sole Proprietor
 Corporation
 Partnership
 Limited Liability Company
 Other

.....
I, Alicia Grunow as part of
Improvement Collective, agree to provide services as an independent contractor
for Tulare County Office of Education. I declare that, pursuant to applicable IRS and state tax
codes, I am an independent contractor and not an employee of Tulare County Office of
Education. I will be responsible for my own income tax reporting and workers' compensation.



Signature of Individual or Agent of Entity

24 Aug 2018

Date

Jim Vidak
*County
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Please provide the following information and sign the statement at the bottom of the page.

Name of Independent Contractor or Entity:
Digital Promise Global

Tax Identification Number

Address: 1001 Connecticut Ave NW, #935


City: Washington State: DC Zip: 20036

Phone: 202-450-3675 E-mail: dpgoperations@digitalpromise.org

Type of Organization *(check one)*:

- Individual
- Sole Proprietor
- Corporation
- Partnership
- Limited Liability Company
- Other

.....
I, Kathryn Petrillo-Smith, agree to provide services as an independent contractor for Tulare County Office of Education. I declare that, pursuant to applicable IRS and state tax codes, I am an independent contractor and not an employee of Tulare County Office of Education. I will be responsible for my own income tax reporting and workers' compensation.



Signature of Individual or Agent of Entity

8/29/18

Date

Jim Vidak
*County
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of Schools*

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INDEPENDENT CONTRACTOR PROVISIONS

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Please provide the following information and sign the statement at the bottom of the page.

Name of Independent Contractor or Entity:

John Stevens

Tax Identification Number

Address: 17974 Caraway Ct

City: San Bernardino

State: CA

Zip: 92407

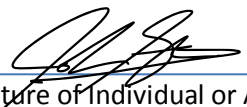
Phone: 7609926733

E-mail: stevens009@gmail.com

Type of Organization *(check one)*:

- Individual
- Sole Proprietor
- Corporation
- Partnership
- Limited Liability Company
- Other

.....
I, John Stevens, agree to provide services as an independent contractor for Tulare County Office of Education. I declare that, pursuant to applicable IRS and state tax codes, I am an independent contractor and not an employee of Tulare County Office of Education. I will be responsible for my own income tax reporting and workers' compensation.



Signature of Individual or Agent of Entity

6/7/18

Date

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County
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of Schools

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INDEPENDENT CONTRACTOR PROVISIONS

(To be completed and signed by an individual or agent of entity.)

Please provide the following information and sign the statement at the bottom of the page.

Name of Independent Contractor or Entity:

Matt Vaudrey

Tax Identification Number



Address: 7255 Banyan Ct

City: Fontana

State: CA

Zip: 92336

Phone: 626-614-6065

E-mail: mattvaudrey@gmail.com

Type of Organization *(check one)*:

- Individual
- Sole Proprietor
- Corporation
- Partnership
- Limited Liability Company
- Other

.....

I, Matt Vaudrey, agree to provide services as an independent contractor for Tulare County Office of Education. I declare that, pursuant to applicable IRS and state tax codes, I am an independent contractor and not an employee of Tulare County Office of Education. I will be responsible for my own income tax reporting and workers' compensation.

Signature of Individual or Agent of Entity

June 11, 2018

Date

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

• Design, conduct and document network analyses

- ❖ Ongoing analyses based on network need timed to be shared at network meetings
- ❖ Basic analysis and review of existing surveys and instruments with recommendations for adjustments September 1, 2018
- ❖ Basic psychometric analysis of mindset survey and formative assessment data (descriptive, factor and cluster analysis) Sept 20, 2018
- ❖ Student-level variation analysis Dec 5, 2018
- ❖ Classroom-level variation analysis February 5, 2019
- ❖ Testing network's "theory" analyses April 30, 2019

• General analytic advising for the Hub and network

- ❖ Participate in analytic team meetings
- ❖ Attend Hub consolidation meetings (as needed)
- ❖ Attend strategic planning or network meetings (as needed)

• Platform

- ❖ Support the network in working with cloud-based analytics workspace

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

- ❖ Superintendent will provide the facilities, arrange catering, coordinate participant attendance.

3. FEE SCHEDULE:

(Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.)

- ❖ The contract total for services to be provided shall not exceed **\$34,560.00 including contractor travel and/or other expenses**. Payment will be made within **30 days** of approved invoice.

Suggested Billing Quarterly:

- October 1, 2018: \$8,640
- December 15, 2018: \$8,640
- March 31, 2019: \$8,640
- June 30, 2019: \$8,640

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

- ❖ Improvement Collective provide technical improvement science expertise for the Central Valley Networked Improvement Community and provide professional development offerings to build improvement capability across various stakeholders in Tulare County.

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

- ❖ Superintendent will provide the facilities, arrange catering, coordinate participant attendance.

3. FEE SCHEDULE:

(Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.)

- ❖ The contract total for services to be provided shall not exceed **\$130,000 including contractor travel and/or other expenses**. Payment will be made within **30 days** of approved invoice.

Suggested Billing Quarterly:

- October 1, 2018: \$40,000
- December 15, 2018: \$40,000
- March 31, 2019: \$40,000
- June 30, 2019: \$10,000

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

SCOPE OF SERVICES (Amendment)

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

- Friday, March 1st:
 - Friday Night Keynote Speaker
- Saturday, March 2nd:
 - Saturday Address/Speech Presenter

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

- Superintendent will provide the facilities, arrange catering, coordinate participant attendance and provide hotel stay March 1-2, 2019 at the Cambria Pine Lodge for Matt Vaudrey.

3. FEE SCHEDULE

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

- The contract total for services to be provided shall not exceed \$6,300.00 including contractor travel or other expenses. Payment will be made within 30 days of approved invoice.

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

- **Friday, March 1st:**
 - 2-hour keynote Speaker
- **Saturday, March 2nd:**
 - Learning Seminar facilitated by John Stevens

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

- Superintendent will provide the facilities, arrange catering, coordinate participant attendance and provide hotel stay March 1-2, 2019 at the Cambria Pine Lodge for John Stevens.

3. FEE SCHEDULE:

(Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.)

- The contract total for services to be provided shall not exceed **\$3,150 including contractor travel and/or other expenses**. Payment will be made within **30 days** of approved invoice.

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

**TULARE COUNTY BOARD OF EDUCATION
MINUTES**

The Tulare County Board of Education met for a virtual regular Board meeting on Monday, December 14, 2020, at 3:00 p.m. via a video/teleconference call.

PRESENT
Board Members Celia Maldonado-Arroyo, President
 Tom Link, Vice President
 Judy Coble
 Joe Enea
 Pat Hillman
 Debby Holguin
 Chris Reed
 Tim A. Hire, Ex-Officio Secretary

PRESENT
Staff Members Rob Herman, Public Information Officer
 Marlene Moreno, Administrative Assistant to the Superintendent
 Julie Berk, Assistant Superintendent, Student Support Services
 Dr. Fernie Marroquin, Assistant Superintendent, Business Services
 Dr. Wayne Lacy, Director, Information Systems
 Beth Wilshire, Foster Youth Services Coordinator, Special Services
 Jeff Ramsay, Director, General Services
 Nan Arnold, Program Manager, School Health Programs
 Sarah Hamilton, Administrator, Special Services
 John Rodriguez, Director, Human Resources
 Dr. Scott Pierce, Administrator, La Sierra Military Academy
 Nicole Rocha, Administrator, Educational Options
 Eric Thiessen, Principal, UPHS
 Dr. Jen Francone, Administrator, ERS
 Charlene Stringham, Assistant Superintendent, District Support Services
 Debra Lockwood, Library Media Supervisor, ERS
 Jody Arriaga, Director, Internal Business Services
 Donna Glassman-Sommer, Executive Director, CCTC

GUESTS Guests as listed in the register including Desiree Serrano.

CALL TO ORDER Board President Maldonado-Arroyo welcomed everyone and called the meeting
Pledge of Allegiance/ to order. Tom Link led the Pledge of Allegiance.
Welcome

ORGANIZATIONAL Superintendent Hire congratulated all re-elected board members. As part of the
MEETING Organizational Meeting, Superintendent Hire swore in re-elected board
 members: Joe Enea, Debby Holguin, Tom Link and Chris Reed. Mr. Hire
 opened the floor for nominations for board President. Enea made the motion,
 seconded by Link to nominate Celia Maldonado-Arroyo as President of the

Board. No other nominations were received for board president. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo. Mr. Hire congratulated Mrs. Maldonado-Arroyo.

Mrs. Maldonado-Arroyo opened up the floor for nominations of Vice President. It was moved by Hillman, seconded by Reed to nominate Tom Link as Vice President of the Board. No other nominations were received. Nominations were closed. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo.

It was moved by Hillman, seconded by Coble to adopt the 2021 Calendar of Board Meeting Dates. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo.

ADA
ACCOMMODATIONS

President Maldonado-Arroyo reported that ADA accommodations had been met.

PUBLIC COMMENT

Members of the public did not address any matter of jurisdiction.

CONSENT CALENDAR

It was moved by Link, seconded by Enea to approve the consent calendar to include: minutes for the Regular Board Meeting of November 13, 2020, Countywide Registration of Credentials, Temporary County Certificates, Emergency Permits and a variety of donations. Motion unanimously carried with the following votes: Ayes: Reed, Enea, Holguin, Coble, Hillman, Link and Maldonado-Arroyo.

SECOND READING
BOARD/SUPT POLICY
6173 EDUCATION OF
HOMELESS

Beth Wilshire asked for the Board's approval on the updated Board/Superintendent Policy 6173 that includes changes to the current policy. It was moved by Enea, seconded by Hillman to approve Board/Superintendent Policy 6173 Education of Homeless children. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo.

SECOND READING
BOARD/SUPT POLICY
6173.1 EDUCATION
OF FOSTER YOUTH

Beth Wilshire requested the Board to approve Board/Superintendent Policy 6173.1 for Foster Youth that includes changes to the current policy. It was moved by Coble, seconded by Link to approve the updated Board/Superintendent Policy 6173.1 Education of Foster Youth. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo.

BILL AND MELINDA
GATES FOUNDATION
GRANT

Charlene Stringham asked for the Board's approval for the Bill and Melinda Gates Foundation Grant for \$6,111,920. It was moved by Enea, seconded by

Reed to approve the Bill and Melinda Gates Foundation Grant. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo.

Tim announced to the Board of Charlene's retirement which will take place in early January. Mr. Hire thanked her for all she brought into Tulare County, to the students and districts over the past years. She will be greatly missed. All the board members thanked Charlene for her years of service. Tim said we will find the best person possible to replace her. Charlene thanked everyone for their supporting sentiment.

EL RISE! GRANT

Dr. Jen Francone asked for the Board's approval on the EL Rise! (English Learners Roadmap Implementation for Systemic Excellence) Grant for \$180,000. It was moved by Enea, seconded by Hillman to approve the EL Rise! Grant. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo.

**COMMUNITY
ADVISORY
COMMITTEE (CAC)
2021 CALENDAR**

Sarah Hamilton presented the 2021 CAC Calendar to the Board. She and her division were very pleased with this year's theme for the new calendar. This was not an action item.

**PUBLIC DISCLOSURE
OF COLLECTIVE
BARGAINING
AGREEMENT-TCOE
AND CSEA CHAPTER
#899 FOR 2020-2021**

John Rodriguez reported to the Board on projections for CSEA Chapter #899 (classified positions at ECE) for 2020-2021. They were able to project an increase in quite a few positions for this unit. They would be given a 1% C.O.L.A. TCOE will be able to pick up the cost increase for insurance. This was not an action item.

**PUBLIC DISCLOSURE
OF COLLECTIVE
BARGAINING
AGREEMENT-TCOE
AND CSEA CHAPTER
#428 FOR 2020-2021**

John Rodriguez presented to the Board on projections for CSEA Chapter #428 for 2020-2021. This unit represents the rest of the classified staff at TCOE. They will not be given a C.O.L.A. this year. However, TCOE will be able to pick up the increase in the health insurance. This was not an action item.

**PUBLIC DISCLOSURE
OF COLLECTIVE
BARGAINING
AGREEMENT-TCOE
AND CTA FOR 2020-
2021**

John Rodriguez presented to the Board of the CTA agreement. They would not be receiving a C.O.L.A. this year. However, like the other two units, TCOE will be picking up the increase cost for health insurance. This was not an action item.

**BUDGET OVERVIEW
FOR PARENTS FOR**

Nicole Rocha presented the 2020-2021 Budget Overview for Parents for LCAP. This report is usually due in July. However, due to Covid, it was moved to

TCOE 2020-2021 LCAP YEAR

December 2020. It was moved by Link, seconded by Enea to approve the Budget Overview for Parents for TCOE 2020-2021 LCAP Year. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo.

SCHOOL PLAN FOR STUDENT ACHIEVEMENT (SPSA) FOR TULARE COUNTY COURT SCHOOLS

Nicole Rocha asked for the Board's approval for the SPSA for Tulare County Court Schools. This year a big focus was giving teacher support and improving student outcome. Changes this year were basically adjusting to distance learning. It was moved by Coble, seconded by Hillman to approve the SPSA for Tulare County Court Schools. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Link, Reed and Maldonado-Arroyo. Holguin was not available to vote due to technical difficulty.

SCHOOL PLAN FOR STUDENT ACHIEVEMENT (SPSA) FOR TULARE COUNTY COMMUNITY SCHOOLS

Nicole Rocha requested the Board's approval for the SPSA for Tulare County Community Schools. Enrollment for community schools is not up. We currently have three community schools: Tulare, Visalia and Farmersville. It was moved by Enea, seconded by Reed to approve the SPSA for Tulare County Community Schools. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo.

BUDGET OVERVIEW FOR PARENTS FOR UPHS 2020-2021 LCAP YEAR

Eric Thiessen sought the Board's approval for the 2020-2021 Budget Overview for Parents for UPHS. It was moved by Hillman, seconded by Enea to approve the 2020-2021 UPHS Budget Overview for Parents. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo.

SCHOOL PLAN FOR STUDENT ACHIEVEMENT (SPSA) FOR UPHS

Eric Thiessen requested the Board's approval for the SPSA for UPHS. The biggest focus this year has been on the mental health of the students and staff at UPHS. Teachers are on the lookout for signs of students needing help with their mental health but don't know how to ask for it. Enrollment for this time of year is up at this time. It was moved by Reed, seconded by Coble to approve the SPSA for UPHS. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo.

BUDGET OVERVIEW FOR PARENTS FOR LA SIERRA MILITARY ACADEMY 2020-2021 LCAP YEAR

Dr. Scott Pierce asked for the Board's approval on the Budget Overview for Parents for La Sierra Military Academy for 2020-2021. It was moved by Enea, seconded by Link to approve the 2020-2021 Budget Overview for Parents for La Sierra Military Academy. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo.

SCHOOL PLAN FOR STUDENT ACHIEVEMENT

Dr. Scott Pierce asked for the Board's approval for the SPSA for La Sierra Military Academy. The focus this year is also on the mental well-being of students and staff. College and Career Counseling Center has also been

(SPSA) FOR LA
SIERRA MILITARY
ACADEMY

developed to make connections with students and outside organizations pertaining to careers. It was moved by Enea, seconded by Hillman to approve the SPSA for La Sierra Military Academy. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo.

BUDGET REVISIONS
THROUGH
OCTOBER 31, 2020

Jody Arriaga presented to the Board the Budget Revisions through October 31, 2020. The County School Service Fund has an estimated ending fund balance of \$59,304,137. It was moved by Link, seconded by Enea to approve the Budget Revisions through October 31, 2020. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo.

FIRST INTERIM
REPORT AS OF
OCTOBER 31, 2020

Jody Arriaga asked the Board for approval to accept the First Interim Report as of October 31, 2020. The estimated cash flow, at the end of June 30, 2021, is roughly \$24.7 million. It was moved by Hillman, seconded by Coble to approve the First Interim Report as of 10/31/2020. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo.

Superintendent Hire applauded Jody and her staff for all of their hard work given all the revisions that were needed this year. Much appreciation on all the extra work done this year.

2021-2022 BUDGET
CALENDAR
(PROPOSED)

Jody Arriaga presented the proposed 2021-2022 Budget Calendar for TCOE showing future tasks and their completion dates. This was not an action item.

ACCEPT LOW BID
FOR LB HILL
LEARNING CENTER
MODERNIZATION
PHASE 2

Jeff Ramsay asked the Board for their approval on accepting and approving the lowest bid received from Oral E. Micham for \$1,967,000 on the L.B. Hill Learning Center Modernization Phase 2. It was moved by Reed, seconded by Holguin to approve the low bid received from Oral E. Micham on the L.B. Hill Learning Center Modernization Phase 2. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo.

ADOPT RESOLUTION
#20/21-12 FOR THE
2020-2021 CROSS
FISCAL YEAR TRAN
(TAX REVENUE
ANTICIPATION NOTE)

Dr. Fernie Marroquin asked for the Board to adopt and approve Resolution #20/21-12 for the 2020-2021 Cross Fiscal Year Tran (Tax Revenue Anticipation Note). It was moved by Hillman, seconded by Link to approve Resolution #20/21-12 for the 2020-2021 Cross Fiscal Year Tran. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo.

SUPERINTENDENT'S REPORT

Superintendent Hire shared the results of the Steps Challenge activity. Collectively walking and jogging, 69 TCOE employees completed 3,413,139 steps. This activity occurred between November 16 and November 21, 2020. Mr. Hire thanked Nan Arnold and the TCOE Health & Wellness Committee for their work in making this possible.

Tom Link shared an article on the pandemic and the spread of the pandemic. It also emphasized the need to get students back in school and to do it safely. Celia asked Mr. Hire to talk about the status of schools in Tulare County.

Mr. Hire showed a PPT regarding schools in our county. Today, nearly all of our elementary schools have approved waivers they are operating under for our county. Secondary schools are only allowed to operate using small cohorts. We have two districts operating under the day camp model; the supervisor cannot be the teacher. Small cohorts include the supervisor being a teacher. "I would ask my teacher to be patient. This is really hard" was something recently said by one of our students.

For Best practices, please go to our Common Core Connect website and review our distance learning web page and see all the resources that are available. Our staff has continued to provide opportunities to teachers, paraprofessionals and parents. Communication and relationships is key for success.

Safety protocol is still very important, especially self-assessment prior to going to work or to school. Health and Human Services are partners with us in being a part of our Superintendents weekly meetings and giving us the latest on Covid topics.

We are feeding more kids now than the old program. Our districts are feeding lunch to any kids up to age 18 whether they attend their schools or not. They are getting reimbursed by the federal program for these meals.

Hope Elementary School District is on week nine without any Covid cases to deal with. Their principal is personally assisting with self-assessments to students prior to coming onto campus. Videos are being made by our SCICON staff about bringing their campus to students virtually.

Challenges are social and emotional health. There were two students between 11 and age 18 needed to be hospitalized due to their mental well-being between September and October. Connectivity and access continues to be a problem. There may be financial shortfalls that will hit school districts in the next three years. Mr. Hire is strongly for opening schools back up, safely. Once schools

open up, we need to make sure mental health professionals are readily available for students. Education is a priority and is the center of our society.

Celia and the Board thanked Mr. Hire for his thorough report on the status of Tulare County schools.

Celia reported that she attended a virtual CCBE meeting. She also attended the CSBA virtual conference – one breakout was about climate change by a Harmony Magnet student.

Chris gave a shout out to ECE staff for Alex and her crew who presented at the Legislative breakfast on what is going on in Tulare County.

The Board wished each other Happy Holidays.

**NEXT SCHEDULED
MEETING**

January 13, 2021 (Wednesday) at 3:00 p.m. (via zoom)

ADJOURNMENT

Meeting adjourned at 5:03 p.m.

**TULARE COUNTY BOARD OF EDUCATION
MINUTES**

The Tulare County Board of Education met for a virtual regular Board meeting on Monday, December 14, 2020, at 3:00 p.m. via a video/teleconference call.

PRESENT
Board Members

Celia Maldonado-Arroyo, President
Tom Link, Vice President
Judy Coble
Joe Enea
Pat Hillman
Debby Holguin
Chris Reed
Tim A. Hire, Ex-Officio Secretary

PRESENT
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Marlene Moreno, Administrative Assistant to the Superintendent
Julie Berk, Assistant Superintendent, Student Support Services
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Dr. Wayne Lacy, Director, Information Systems
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Jeff Ramsay, Director, General Services
Nan Arnold, Program Manager, School Health Programs
Sarah Hamilton, Administrator, Special Services
John Rodriguez, Director, Human Resources
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Charlene Stringham, Assistant Superintendent, District Support Services
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Jody Arriaga, Director, Internal Business Services
Donna Glassman-Sommer, Executive Director, CCTC

GUESTS

Guests as listed in the register including Desiree Serrano.

CALL TO ORDER
Pledge of Allegiance/
Welcome

Board President Maldonado-Arroyo welcomed everyone and called the meeting to order. Tom Link led the Pledge of Allegiance.

ORGANIZATIONAL
MEETING

Superintendent Hire congratulated all re-elected board members. As part of the Organizational Meeting, Superintendent Hire swore in re-elected board members: Joe Enea, Debby Holguin, Tom Link and Chris Reed. Mr. Hire opened the floor for nominations for board President. Enea made the motion, seconded by Link to nominate Celia Maldonado-Arroyo as President of the

Board. No other nominations were received for board president. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo. Mr. Hire congratulated Mrs. Maldonado-Arroyo.

Mrs. Maldonado-Arroyo opened up the floor for nominations of Vice President. It was moved by Hillman, seconded by Reed to nominate Tom Link as Vice President of the Board. No other nominations were received. Nominations were closed. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo.

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Sarah Hamilton presented the 2021 CAC Calendar to the Board. She and her division were very pleased with this year's theme for the new calendar. This was not an action item.

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Challenges are social and emotional health. There were two students between 11 and age 18 needed to be hospitalized due to their mental well-being between September and October. Connectivity and access continues to be a problem. There may be financial shortfalls that will hit school districts in the next three years. Mr. Hire is strongly for opening schools back up, safely. Once schools

open up, we need to make sure mental health professionals are readily available for students. Education is a priority and is the center of our society.

Celia and the Board thanked Mr. Hire for his thorough report on the status of Tulare County schools.

Celia reported that she attended a virtual CCBE meeting. She also attended the CSBA virtual conference – one breakout was about climate change by a Harmony Magnet student.

Chris gave a shout out to ECE staff for Alex and her crew who presented at the Legislative breakfast on what is going on in Tulare County.

The Board wished each other Happy Holidays.

NEXT SCHEDULED
MEETING

January 13, 2021 (Wednesday) at 3:00 p.m. (via zoom)

ADJOURNMENT

Meeting adjourned at 5:03 p.m.

**TULARE COUNTY BOARD OF EDUCATION
MINUTES**

The Tulare County Board of Education met for a virtual regular Board meeting on Monday, December 14, 2020, at 3:00 p.m. via a video/teleconference call.

PRESENT
Board Members Celia Maldonado-Arroyo, President
 Tom Link, Vice President
 Judy Coble
 Joe Enea
 Pat Hillman
 Debby Holguin
 Chris Reed
 Tim A. Hire, Ex-Officio Secretary

PRESENT
Staff Members Rob Herman, Public Information Officer
 Marlene Moreno, Administrative Assistant to the Superintendent
 Julie Berk, Assistant Superintendent, Student Support Services
 Dr. Fernie Marroquin, Assistant Superintendent, Business Services
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GUESTS Guests as listed in the register including Desiree Serrano.

CALL TO ORDER Board President Maldonado-Arroyo welcomed everyone and called the meeting
Pledge of Allegiance/
Welcome to order. Tom Link led the Pledge of Allegiance.

ORGANIZATIONAL MEETING Superintendent Hire congratulated all re-elected board members. As part of the Organizational Meeting, Superintendent Hire swore in re-elected board members: Joe Enea, Debby Holguin, Tom Link and Chris Reed. Mr. Hire opened the floor for nominations for board President. Enea made the motion, seconded by Link to nominate Celia Maldonado-Arroyo as President of the

Board. No other nominations were received for board president. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo. Mr. Hire congratulated Mrs. Maldonado-Arroyo.

Mrs. Maldonado-Arroyo opened up the floor for nominations of Vice President. It was moved by Hillman, seconded by Reed to nominate Tom Link as Vice President of the Board. No other nominations were received. Nominations were closed. Motion unanimously carried with the following votes: Ayes: Coble, Enea, Hillman, Holguin, Link, Reed and Maldonado-Arroyo.

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Hope Elementary School District is on week nine without any Covid cases to deal with. Their principal is personally assisting with self-assessments to students prior to coming onto campus. Videos are being made by our SCICON staff about bringing their campus to students virtually.

Challenges are social and emotional health. There were two students between 11 and age 18 needed to be hospitalized due to their mental well-being between September and October. Connectivity and access continues to be a problem. There may be financial shortfalls that will hit school districts in the next three years. Mr. Hire is strongly for opening schools back up, safely. Once schools

open up, we need to make sure mental health professionals are readily available for students. Education is a priority and is the center of our society.

Celia and the Board thanked Mr. Hire for his thorough report on the status of Tulare County schools.

Celia reported that she attended a virtual CCBE meeting. She also attended the CSBA virtual conference – one breakout was about climate change by a Harmony Magnet student.

Chris gave a shout out to ECE staff for Alex and her crew who presented at the Legislative breakfast on what is going on in Tulare County.

The Board wished each other Happy Holidays.

**NEXT SCHEDULED
MEETING**

January 13, 2021 (Wednesday) at 3:00 p.m. (via zoom)

ADJOURNMENT

Meeting adjourned at 5:03 p.m.

TULARE COUNTY OFFICE OF EDUCATION
REQUEST FOR AGENCY AGREEMENT

Contract # 220231
 Type of Agreement
 TCOE/Superintendent expending funds
 New or Reoccurring Agreement
 New Agreement

TO: Tim A. Hire, Superintendent of Schools
 FROM: Caroline Koontz
 DATE: 8/12/21

Name of Agency: **Madera County Superintendent of Schools**
 Dr. Cecilia A. Massetti, County Superintendent of Schools
 Address: 1105 S. Madera Avenue, Madera, CA 93637
 Phone #: 559.662.6274 Fax #:
 E-mail Address: cmassetti@mcsos.org
 Name of Provider(s): Madera County Superintendent of Schools

Services Provided: **CVNIC: College Ready Grant Support**
 Please attach "Exhibit A - Scope of Services and Fee Schedule."

Date(s) of Service: July 1, 2021 - June 30, 2022

Contract Amount: **\$22,000**

Other Conditions:

Total not to exceed: **\$22,000**

Division Title: Instructional Services
 Program Title: Educational Resource Services
 Budget Category: *MM* 010-90535-2-000000-210000-58000-0-22-9483 100%
 %

Method of Payment: **Warrant Based on Approved Invoice**

*****FOR OFFICE USE ONLY*****

Caroline Koontz
 Initiator's Signature Date: 8/12/21
 Caroline Koontz, 651-0548 x 3333
 Contact Person & Phone #

Debra
 Program Manager's Signature Date: 8-12-2021

Megan Motzenbacher
 Internal Business Authorization Date: 8-19-21

Andrea
 Assistant Superintendent Authorization Date: 8/12/21

[Signature]
 Superintendent's Authorization Date: 8/26/21

For TCOE Office Use	
Vendor #	_____
Req. #	_____
PO #	_____
Contract #	<u>220231</u>

AGENCY AGREEMENT

2021-2022

CENTRAL VALLEY NETWORKED IMPROVEMENT COMMUNITY: COLLEGE-READY
(CVNIC: COLLEGE-READY)

THIS AGREEMENT is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT**, and **Madera County Superintendent of Schools**, referred to as **AGENCY**.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as of **July 1, 2021** and shall expire on **June 30, 2022**.
2. **SERVICES:** (PLEASE SEE EXHIBIT A, SCOPE OF SERVICES FOR DETAILS)
 - a. **SUPERINTENDENT RESPONSIBILITIES**
SUPERINTENDENT staff will coordinate the activities of the CVNIC: College-Ready Network including Convening Run-Through Meetings, Data Consolidation Coaches Huddles, External Partner Meetings, Network Convenings, and Professional Learning.
 - b. **AGENCY RESPONSIBILITIES**
AGENCY will actively participate in the activities of the CVNIC: College-Ready Network by engaging in Convening Run-Through Meetings, Data Consolidation Coaches Huddles, External Partner Meetings, Network Convenings, and Professional Learning.
3. **COMPENSATION:**
 - a. **SUPERINTENDENT** will reimburse **AGENCY** not to exceed **\$22,000**.
4. **METHOD OF PAYMENT:**
 - a. **AGENCY** will invoice **SUPERINTENDENT** quarterly.
 - i. 1st Quarter July 1, 2021 – September 30, 2021 invoice is due October 18, 2021.
 - ii. 2nd Quarter October 1, 2021 – December 31, 2021 invoice is due January 18, 2022.
 - iii. 3rd Quarter January 1, 2022 – March 31, 2022 invoice is due April 18, 2022.
 - iv. 4th Quarter April 1, 2022 – June 30, 2022 invoice is due July 18, 2022.
5. **INDEMNIFICATION:** **SUPERINTENDENT** and **AGENCY** shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of **SUPERINTENDENT** or **AGENCY** or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other

party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. TERMINATION: Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

AGENCY

Dr. Cecilia A. Massetti, County Superintendent of Schools (or designee)
Madera County Superintendent of Schools
1105 S. Madera Avenue
Madera, CA 93637

SUPERINTENDENT

Mr. Tim A. Hire, Superintendent
Tulare County Superintendent of Schools
Tulare County Office of Education
P.O. Box 5091
Visalia CA 93278-5091

By: Cecilia A. Massetti
Date: 9/17/2021

By: [Signature]
Date: 8/26/21

TCOE Program Information

Contact: Stephanie Verners, CVNIC Director, (559) 651-0548 or stephanie.verners@tcoe.org
Caroline Koontz, CVNIC Coordinator, (559) 651-0548 or caroline.koontz@tcoe.org

Division: Instructional Services

Program Title: Educational Resource Services

Budget Number: 010-90535-2-0-210-58-0-22-9483 (100%)

Please return an original copy to:

Tulare County Office of Education
ATTN: Internal Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF AGENCY:

- i. AGENCY will actively participate in the activities of the CVNIC: College-Ready Network by engaging in Convening Run-Through Meetings, Data Consolidation Coaches Huddles, External Partner Meetings, Network Convenings, and Professional Learning for a total of 11 days.
- ii. AGENCY will arrange and facilitate on-site improvement coaching for CVNIC: College-Ready Network for each Site Improvement Team for five sessions. Total: 5 days per site
- iii. AGENCY will document their coaching with Site Improvement Teams in the Knowledge Management Platform by providing the CVNIC: College-Ready Network Hub with a list of coaching session participants along with team learnings and progress which will be utilized in future planning sessions
- iv. AGENCY will participate in the on-boarding of districts to the Core Data System.

2. RESPONSIBILITIES OF SUPERINTENDENT:

- i. SUPERINTENDENT staff will coordinate the activities of the CVNIC: College-Ready Network including Convening Run-Through Meetings, Data Consolidation Coaches Huddles, External Partner Meetings, Network Convenings, and Professional Learning.
- ii. SUPERINTENDENT staff will coordinate collaborative planning for CVNIC: College-Ready Network improvement coaches.
- iii. SUPERINTENDENT will arrange logistics for all CVNIC: College-Ready Network virtual events via Zoom and will provide communication about these events to all participants in the network.
- iv. SUPERINTENDENT will coordinate the on-boarding to the Core Data System for districts that join CVNIC College-Ready and include a county office representative to join the onboarding process. In addition, CVNIC College-Ready data will be shared with the county office.

EXHIBIT A

FEE SCHEDULE

The contract total for services to be provided are estimated to be \$22,000, including travel or other expenses.

- i. AGENCY has been allocated a base subgrant of \$15,000 to support AGENCY staff's participation in CVNIC: College Ready activities and event attendance.
- ii. AGENCY has been allocated \$5,000 per site for up to 1 site, for a total of \$5,000, for agency staff to coach each school Site Improvement Team.
- iii. AGENCY has been allocated up to \$2,000 to support AGENCY staff's attendance at one professional learning conference to build capacity in Mathematics, Equity, and Counseling. AGENCY will be responsible for registering for the conference and paying conference registration fees and transportation, hotel, and meal expenses.

TULARE COUNTY OFFICE OF EDUCATION
REQUEST FOR AGENCY AGREEMENT

Contract # 220232
 Type of Agreement
 TCOE/Superintendent expending funds
 New or Reoccurring Agreement
 New Agreement

TO: Tim A. Hire, Superintendent of Schools
 FROM: Caroline Koontz
 DATE: 8/12/21

Name of Agency: **Merced County Superintendent of Schools**
 Dr. Steve M. Tietjen, County Superintendent of Schools
 Address: 632 W. 13th Street, Merced, CA 95314
 Phone #: 209.381.6600 Fax #:
 E-mail Address: stietjen@mcoe.org
 Name of Provider(s): Merced County Superintendent of Schools

Services Provided: **CVNIC: College Ready Grant Support**
 Please attach "Exhibit A - Scope of Services and Fee Schedule."

Date(s) of Service: July 1, 2021 - June 30, 2022

Contract Amount: **\$27,000**

Other Conditions:

Total not to exceed: \$27,000

Division Title:	Instructional Services	
Program Title:	Educational Resource Services	
Budget Category:	010-90535-2-000000-210000-58000-0-22-9483	100% 25,000
	010-90535-2-0-21000-51000-22-9483	% 2,000

Method of Payment: **Warrant Based on Approved Invoice**

*****FOR OFFICE USE ONLY*****

Caroline Key 8/12/21 Caroline Koontz, 651-0548 x 3333
 Initiator's Signature Date Contact Person & Phone #

Debra 8-12-2021
 Program Manager's Signature Date

Megan Molsenbocker 8-18-21
 Internal Business Authorization Date

Andrea M. Key 8/12/21
 Assistant Superintendent Authorization Date

[Signature] 8/26/21
 Superintendent's Authorization Date

For TCOE Office Use	
Vendor #	_____
Req. #	_____
PO #	_____
Contract #	<u>220232</u>

AGENCY AGREEMENT

2021-2022

CENTRAL VALLEY NETWORKED IMPROVEMENT COMMUNITY: COLLEGE-READY
(CVNIC: COLLEGE-READY)

THIS AGREEMENT is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT**, and **Merced County Superintendent of Schools**, referred to as **AGENCY**.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as of **July 1, 2021** and shall expire on **June 30, 2022**.

2. **SERVICES:** (PLEASE SEE EXHIBIT A, SCOPE OF SERVICES FOR DETAILS)
 - a. **SUPERINTENDENT RESPONSIBILITIES**
SUPERINTENDENT staff will coordinate the activities of the CVNIC: College-Ready Network including Convening Run-Through Meetings, Data Consolidation Coaches Huddles, External Partner Meetings, Network Convenings, and Professional Learning.

 - b. **AGENCY RESPONSIBILITIES**
AGENCY will actively participate in the activities of the CVNIC: College-Ready Network by engaging in Convening Run-Through Meetings, Data Consolidation Coaches Huddles, External Partner Meetings, Network Convenings, and Professional Learning.

3. **COMPENSATION:**
 - a. **SUPERINTENDENT** will reimburse **AGENCY** not to exceed **\$27,000**.

4. **METHOD OF PAYMENT:**
 - a. **AGENCY** will invoice **SUPERINTENDENT** quarterly.
 - i. 1st Quarter July 1, 2021 – September 30, 2021 invoice is due October 18, 2021.
 - ii. 2nd Quarter October 1, 2021 – December 31, 2021 invoice is due January 18, 2022.
 - iii. 3rd Quarter January 1, 2022 – March 31, 2022 invoice is due April 18, 2022.
 - iv. 4th Quarter April 1, 2022 – June 30, 2022 invoice is due July 18, 2022.

5. **INDEMNIFICATION:** **SUPERINTENDENT** and **AGENCY** shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of **SUPERINTENDENT** or **AGENCY** or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other

party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. TERMINATION: Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

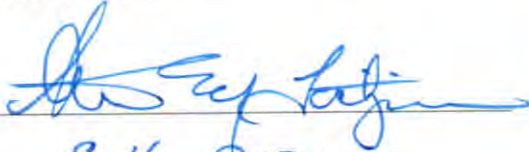
THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

AGENCY

Dr. Steve M. Tietjen, County Superintendent of Schools (or designee)
Merced County Superintendent of Schools
632 W. 13th Street
Merced, CA 95314

By: _____

Date: _____



9.16.2021

SUPERINTENDENT

Mr. Tim A. Hire, Superintendent
Tulare County Superintendent of Schools
Tulare County Office of Education
P.O. Box 5091
Visalia CA 93278-5091

By: _____

Date: _____


8/26/21

TCOE Program Information

Contact: Stephanie Verners, CVNIC Director, (559) 651-0548 or stephanie.verners@tcoe.org
Caroline Koontz, CVNIC Coordinator, (559) 651-0548 or caroline.koontz@tcoe.org

Division: Instructional Services

Program Title: Educational Resource Services

Budget Number: 010-90535-2-0-210-58-0-22-9483 (100%)

Please return an original copy to:

Tulare County Office of Education
ATTN: Internal Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF AGENCY:

- i. AGENCY will actively participate in the activities of the CVNIC: College-Ready Network by engaging in Convening Run-Through Meetings, Data Consolidation Coaches Huddles, External Partner Meetings, Network Convenings, and Professional Learning for a total of 11 days.
- ii. AGENCY will arrange and facilitate on-site improvement coaching for CVNIC: College-Ready Network for each Site Improvement Team for five sessions. Total: 5 days per site
- iii. AGENCY will document their coaching with Site Improvement Teams in the Knowledge Management Platform by providing the CVNIC: College-Ready Network Hub with a list of coaching session participants along with team learnings and progress which will be utilized in future planning sessions
- iv. AGENCY will participate in the on-boarding of districts to the Core Data System.

2. RESPONSIBILITIES OF SUPERINTENDENT:

- i. SUPERINTENDENT staff will coordinate the activities of the CVNIC: College-Ready Network including Convening, Run-Through Meetings, Data Consolidation Coaches Huddles, External Partner Meetings, Network Convenings, and Professional Learning.
- ii. SUPERINTENDENT staff will coordinate collaborative planning for CVNIC: College-Ready Network improvement coaches.
- iii. SUPERINTENDENT will arrange logistics for all CVNIC: College-Ready Network virtual events via Zoom and will provide communication about these events to all participants in the network.
- iv. SUPERINTENDENT will coordinate the on-boarding to the Core Data System for districts that join CVNIC College-Ready and include a county office representative to join the onboarding process. In addition, CVNIC College-Ready data will be shared with the county office.

EXHIBIT A

FEE SCHEDULE

The contract total for services to be provided are estimated to be \$27,000, including travel or other expenses.

- i. AGENCY has been allocated a base subgrant of \$15,000 to support AGENCY staff's participation in CVNIC: College Ready activities and event attendance.
- ii. AGENCY has been allocated \$5,000 per site for up to 2 sites, for a total of \$10,000, for agency staff to coach each school Site Improvement Team.
- iii. AGENCY has been allocated up to \$2,000 to support AGENCY staff's attendance at one professional learning conference to build capacity in Mathematics, Equity, and Counseling. AGENCY will be responsible for registering for the conference and paying conference registration fees and transportation, hotel, and meal expenses.

Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

**Administration
Building & Conference
Center**
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

August 19, 2022

Madera County Superintendent of Schools
Attn: Cecilia A. Massetti
E-mail: cmassetti@mcsos.org
1105 S. Madera
Madera, CA 93637

Cecilia A. Massetti:

Attached is your Agency Agreement from the program: Educational Resource Services

Please sign and return either by e-mail or by mail to:

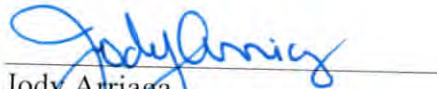
E-mail: jodya@tcoe.org
CC: Psolanki@tcoe.org

OR

Mail: Tulare County Office of Education
Attn: Jody Arriaga, Director of Internal Business Services
P.O. Box 5091
Visalia, Ca 93278-5091

Please feel free to contact me if you have any questions. Thank you.

Sincerely,



Jody Arriaga

Internal Business Director | 559-730-2751 | jodya@tcoe.org

REQUEST FOR AGENCY AGREEMENT

Request For Agency Agreement

Contract # 230278

Accountant Megan Motsenbocker

Initiator Info

Type of Agreement TCOE/Superintendent expending funds

Brief description of request TCOE'S Central Valley Networked Improvement Community: College-Ready

TO : Tim A. Hire, Superintendent of Schools

FROM : Caroline Koontz

Department Educational Resource Services (ERS)

Date 7/18/2022

Agency or District Information

Does the Entity allow electronic signatures? Yes
 No

Name Madera County Superintendent of Schools

Type AGENCY

Address 1105 S Madera

City Madera

State CA

Postal / Zip Code 93637

Authorized Signer Cecilia A Massetti, Superintendent of Schools

Authorized Telephone 559.662.6274

Authorized Fax

Authorized Email cmassetti@mcsos.org

Contract information

Contract Amount: 25,500

Other Conditions:

Total not to exceed: \$ 25,500.00

Department/Program: *Educational Resource Services (ERS)

Budget Category:

									%
010	90535	3	0	210000	51000	000	22	9483	98
010	90535	3	0	210000	58000	000	22	9483	2

Percent 100

Initiator

Contact Person Caroline Koontz

Telephone 559.651.0548

SCOPE OF SERVICES - EXHIBIT A

1. RESPONSIBILITIES OF AGENCY:

(Please provide a detailed description of services and deliverables to be provided by Madera County Superintendent of Schools.)

AGENCY RESPONSIBILITIES

- i. AGENCY will actively participate in the activities of the CVNIC: College-Ready Network by engaging in Convening Run-Through Meetings, Data Consolidation Coaches Huddles, External Partner Meetings, and Network Convenings, for a total of 9 days. AGENCY will fund staff salaries and benefits to support coaches in attending Professional Learning opportunities in Mathematics, Counseling, and Equity with the funding allocation referred to in the Fee Schedule.
- ii. AGENCY will arrange and facilitate on-site improvement coaching for CVNIC: College-Ready Network for each Site Improvement Team for session coaching 7 sessions per site team.
- iii. AGENCY will document their coaching with Site Improvement Teams in the Knowledge Management Platform by providing the CVNIC: College-Ready Network Hub with a list of coaching session participants along with team learnings and progress which will be utilized in future planning sessions
- iv. AGENCY will participate in the on-boarding of districts to the Core Data System.

2. RESPONSIBILITIES OF SUPERINTENDENT:

(Please provide a list of items The Tulare County Superintendent of Schools will furnish.)

SUPERINTENDENT RESPONSIBILITIES

- i. SUPERINTENDENT staff will coordinate the activities of the CVNIC: College-Ready Network including Convening Run-Through Meetings, Data Consolidation Coaches Huddles, External Partner Meetings, Network Convenings, and Professional Learning.
- ii. SUPERINTENDENT staff will coordinate collaborative planning for CVNIC: College-Ready Network improvement coaches. This planning time is embedded in the planning days.
- iii. SUPERINTENDENT will arrange logistics for all CVNIC: College-Ready Network virtual events via Zoom and will provide communication about these events to all participants in the network.
- iv. SUPERINTENDENT will coordinate the on-boarding to the Core Data System for districts that join CVNIC College-Ready and include a county office representative to join the onboarding process. In addition, CVNIC College-Ready data will be shared with the county office.

FEE SCHEDULE

The contract total for services to be provided are estimated to be

SUPERINTENDENT will reimburse AGENCY up to the amount of \$25,500

a. AGENCY will invoice SUPERINTENDENT at the end of each quarter.

b. AGENCY has been allocated \$16,000 to support AGENCY staff's attendance at CVNIC; College-Ready events. AGENCY has been allocated funds to support coaching in the amount of \$5,000 per site for up to 2 sites for agency staff to coach each Site Improvement Team.

c. AGENCY has been allocated up to the amount of \$4,500 to support AGENCY staff's attendance at professional learning conferences to build capacity in Mathematics, Equity, and Counseling. AGENCY will be responsible to pay for registration fees, meals, lodging, and transportation. AGENCY must submit an itemized reimbursement for conference registration and hotel expenses. SUPERINTENDENT will reimburse for conference registration and hotel expenses upon the receipt of the invoice.

including travel or other expenses.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Exhibit (A)

Exhibit (B)

Exhibit (C)

Exhibit (D)

AGENCY AGREEMENT 230278

THIS AGREEMENT, is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT** and **Madera County Superintendent of Schools**, referred to as **AGENCY**.

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become

effective as

7/18/2022

and shall expire on .

6/30/2023

2. SERVICES: AGENCY shall provide services as set forth: (See attached Scope of Services - Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)

3. COST OF SERVICES: SUPERINTENDENT shall pay AGENCY for the actual cost of such services to the extent they are allowable not to exceed the sum of

sum of \$ 25,500.00

4. METHOD OF PAYMENT:

- a. **AGENCY must submit itemized invoices to SUPERINTENDENT** for the cost of the services.
- b. **AGENCY** is responsible for maintaining verifiable records for all expenditures.

5. INDEMNIFICATION: SUPERINTENDENT and AGENCY shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of **SUPERINTENDENT** or **AGENCY** or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. TERMINATION: Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

THE PARTIES, having read and considered the above provisions indicate their agreement by their authorized signatures below.

AGENCY

Cecilia A Massetti, Superintendent of Schools
Madera County Superintendent of Schools
1105 S Madera
Madera, CA 93637

SUPERINTENDENT

Tim A. Hire, Superintendent
Tulare County Superintendent of
Schools
Tulare County Office of Education
P.O. Box 5091
Visalia CA 93278-5091

SUPERINTENDENT

Signature

Tim A. Hore

Date

7/28/2022

AGENCY

Signature

Sign

Date

TCOE Program Information

Contact Person:

Caroline Koontz

Telephone:

559.651.0548

Department/Program: Educational Resource Services (ERS)

Please return an original copy to:

Tulare County Office of Education
ATTN: Internal Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091

REQUEST FOR AGENCY AGREEMENT

Request For Agency Agreement

Contract # 230291

Accountant Megan Motsenbocker

Initiator Info

Type of Agreement TCOE/Superintendent expending funds

Brief description of request TCOE's Central Valley Networked Improvement Community: College-Ready

TO : Tim A. Hire, Superintendent of Schools

FROM : Caroline Koontz

Department Educational Resource Services (ERS)

Date 7/13/2022

Agency or District Information

Does the Entity allow electronic signatures? Yes
 No

Name Merced County Office of Education

Type AGENCY

Address 632 West 13th Street

City Merced

State CA

Postal / Zip Code 95341

Authorized Signer Dr. Steve M. Tietjen, Superintendent of Schools

Authorized Telephone 208.381.6600

Authorized Fax

Authorized Email stietjen@mcoe.org

Contract information

Contract Amount: \$30,500

Other Conditions:

Total not to exceed: \$ 30,500.00

Department/Program: *Educational Resource Services (ERS)

Budget Category:

										%
010	90535	3	0	210000	58	000	22	9483	82	
010	90535	3	0	21000	51	000	22	9483	18	

Percent 100

Initiator

Contact Person Caroline Koontz

Telephone 5596510548

SCOPE OF SERVICES - EXHIBIT A

1. RESPONSIBILITIES OF AGENCY:

(Please provide a detailed description of services and deliverables to be provided by Merced County Office of Education.)

AGENCY RESPONSIBILITIES

- i. AGENCY will actively participate in the activities of the CVNIC: College-Ready Network by engaging in Convening Run-Through Meetings, Data Consolidation Coaches Huddles, External Partner Meetings, and Network Convenings, for a total of 9 days. AGENCY will fund staff salaries and benefits to support coaches in attending Professional Learning opportunities in Mathematics, Counseling, and Equity with the funding allocation referred to in item in the Fee schedule.
- ii. AGENCY will arrange and facilitate on-site Improvement coaching for CVNIC: College-Ready Network for each Site Improvement Team for session coaching 7 sessions per site team.
- iii. AGENCY will document their coaching with Site Improvement Teams in the Knowledge Management Platform by providing the CVNIC: College-Ready Network Hub with a list of coaching session participants along with team learnings and progress which will be utilized in future planning sessions
- iv. AGENCY will participate in the on-boarding of districts to the Core Data System.

2. RESPONSIBILITIES OF SUPERINTENDENT:

(Please provide a list of items The Tulare County Superintendent of Schools will furnish.)

SUPERINTENDENT RESPONSIBILITIES

- i. SUPERINTENDENT staff will coordinate the activities of the CVNIC: College-Ready Network including Convening Run-Through Meetings, Data Consolidation Coaches Huddles, External Partner Meetings, Network Convenings, and Professional Learning for a total of 11 days.
- ii. SUPERINTENDENT staff will coordinate collaborative planning for CVNIC: College-Ready Network improvement coaches.
- iii. SUPERINTENDENT will arrange logistics for all CVNIC: College-Ready Network virtual events via Zoom and will provide communication about these events to all participants in the network.
- iv. SUPERINTENDENT will coordinate the on-boarding to the Core Data System for districts that join CVNIC College-Ready and include a county office representative to join the onboarding process. In addition, CVNIC College-Ready data will be shared with the county office.

FEE SCHEDULE

The contract total for services to be provided are estimated to be

SUPERINTENDENT will reimburse AGENCY up to the amount of \$30,500

a. AGENCY will invoice SUPERINTENDENT at the end of each quarter.

b. AGENCY has been allocated \$16,000 to support AGENCY staff's attendance at CVNIC: College-Ready events. AGENCY has been allocated funds to support coaching in the amount of \$5,000 per site for up to 2 sites for agency staff to coach each Site Improvement Team.

c. AGENCY has been allocated up to the amount of \$4,500 to support AGENCY staff's attendance at professional learning conferences to build capacity in Mathematics, Equity, and Counseling. AGENCY will be responsible to pay for registration fees, meals, lodging, and transportation. AGENCY must submit an itemized reimbursement for conference registration and hotel expenses.

SUPERINTENDENT will reimburse for conference registration and hotel expenses upon the receipt of the invoice.

including travel or other expenses.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Exhibit (A)

Exhibit (B)

Exhibit (C)

Exhibit (D)

AGENCY AGREEMENT 230291

THIS AGREEMENT, is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT** and **Merced County Office of Education**, referred to as **AGENCY**.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become

effective as

7/18/2022

and shall expire on .

6/30/2023

2. **SERVICES:** AGENCY shall provide services as set forth: (See attached Scope of Services - Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)

3. **COST OF SERVICES: SUPERINTENDENT shall pay AGENCY** for the actual cost of such services to the extent they are allowable not to exceed the sum of

sum of \$ 30,500.00

4. **METHOD OF PAYMENT:**

- a. **AGENCY must submit itemized invoices to SUPERINTENDENT** for the cost of the services.
- b. **AGENCY** is responsible for maintaining verifiable records for all expenditures.

5. **INDEMNIFICATION: SUPERINTENDENT and AGENCY** shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of **SUPERINTENDENT** or **AGENCY** or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

THE PARTIES, having read and considered the above provisions indicate their agreement by their authorized signatures below.

AGENCY

Dr. Steve M. Tietjen, Superintendent of Schools
Merced County Office of Education
632 West 13th Street
Merced, CA 95341

SUPERINTENDENT

Tim A. Hire, Superintendent
Tulare County Superintendent of
Schools
Tulare County Office of Education
P.O. Box 5091
Visalia CA 93278-5091

SUPERINTENDENT

Signature

Ann A. Hise

Date

8.11.2022

AGENCY

Signature

[Handwritten Signature] Sign

Date

8.19.2022

TCOE Program Information

Contact Person:

Caroline Koontz

Telephone:

5596510548

Department/Program: Educational Resource Services (ERS)

Please return an original copy to:

Tulare County Office of Education
ATTN: Internal Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091

Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

**Administration
Building & Conference
Center**
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

August 19, 2022

Merced County Office of Education
Attn: Dr. Steve M. Tietjen
E-mail: stietjen@mcoe.org
632 West 13th Street
Merced, CA 95341

Dr. Steve M. Tietjen:

Attached is your Agency Agreement from the program: Educational Resource Services

Please sign and return either by e-mail or by mail to:

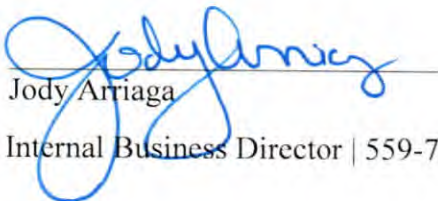
E-mail: jodya@tcoe.org
CC: Psolanki@tcoe.org

OR

Mail: Tulare County Office of Education
Attn: Jody Arriaga, Director of Internal Business Services
P.O. Box 5091
Visalia, Ca 93278-5091

Please feel free to contact me if you have any questions. Thank you.

Sincerely,


Jody Arriaga
Internal Business Director | 559-730-2751 | jodya@tcoe.org

Tulare County Office of Education

Tim A. Hire, County Superintendent of Schools

PO#: 231659

TULARE COUNTY SUPERINTENDENT OF SCHOOLS AND Hatching Results, LLC

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is entered into as of 7/1/2022 between TULARE COUNTY SUPERINTENDENT OF SCHOOLS, referred to as SUPERINTENDENT, and Hatching Results, LLC, referred to as CONTRACTOR, with reference to the following:

- A. The parties entered into an Agreement on 07/01/2022 to 06/30/2023.
- B. The parties now desire to amend the fees of the existing contract.

ACCORDINGLY, IT IS AGREED:

The fees will be increased by \$4,500. The fee schedule has been updated to include four quarterly installments of \$18,250. Therefore, we are requesting the additional service amount be added to the existing contract for fiscal year 2022-2023; the total contract shall not exceed \$73,000.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

Date: 8/30/2022

By Chris Meyer, Deputy
Tulare County Superintendent of Schools
"SUPERINTENDENT"

Hatching Results, LLC

Date: 8/30/2022

By JRS4 HA JC4
"CONTRACTOR"

Budget Number: 010-58310-1-49000-40000-5800-000-00-0000 -- 100% of fee increase

Program Contact Person: Samantha Tate/ Caroline Koontz

Amendment 8.10.22

EXHIBIT A

SCOPE OF SERVICES

1. **RESPONSIBILITIES OF CONTRACTOR:**
(Please provide a detailed description of services and deliverables to be provided by contractor.)

- 3 Virtual Counselor Network Meetings
- 2 Full In-Person Days of Professional Learning
- 6 Virtual Consultation Hours with 1 PL specialist and CVNIC CR leadership
- 6 Virtual Consultation Hours for attendance and participation at three network meetings
- 28 virtual coaching hours for Network and site support

See the attachment from Hatching Results for more details.

2. **RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:**
(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide facilities and coordinate participant attendance.

3. **FEE SCHEDULE:**

The Contract Total for Services to be provided shall not exceed \$73,000 including contractor travel or other expenses.

Four equal quarterly installments of \$18,250

- September 1, 2022
- December 1, 2022
- March 1, 2023
- June 1, 2023

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

ORIGINAL

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:
(Please provide a detailed description of services and deliverables to be provided by contractor.)

- 3 Virtual Counselor Network Meetings
- 2 Full In-Person Days of Professional Learning
- 6 Virtual Consultation Hours with 1 PL specialist and CVNIC CR leadership
- 28 virtual coaching hours for Network and site support

See the attachment from Hatching Results for more details.

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:
(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide facilities and coordinate participant attendance.

3. FEE SCHEDULE:

The Contract Total for Services to be provided shall not exceed \$68,500 including contractor travel or other expenses.

Four equal quarterly installments of \$17,125:

- September 1, 2022
- December 1, 2022
- March 1, 2023
- June 1, 2023

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

ORIGINAL

Service Plan Costs

The following pricing structure is unique to your county and the scope of work indicated. Costs are inclusive of travel costs where applicable, time for preparation, planning, and delivery of services by two Professional Learning Specialists (unless otherwise specified in the table below) as well as online access to training materials and resources. For scheduling, please plan for a full day of direct service wherever possible. **NOTE: Pricing is subject to change. This proposal is valid for 60 days from this date.**

PROPOSED SERVICE PLAN SY22-23	
Professional Learning (PL)	3 Virtual Counselor Network Meetings (up to 1 hour each)
	2 Full In-Person Days of Professional Learning with Tulare & Kings Counties Counselors and CVNIC Network Counselors and Coaches. Includes 2 PL Specialists, an hour of pre-training consultation, "toolkit" slide presentations, "action period" activities, evaluation, and follow up reports. Inclusive of preparation and travel expenses.
Consultation & Coaching	6 Virtual Consultation Hours w/ 1 PL Specialist and CVNIC leadership to support the Network progress and goals, prep for PD, and/or debrief.
	6 Virtual Consultation Hours w/ 1 PL Specialist for attendance and participation at 3 CVNIC Network meetings.
	28 Virtual Coaching Hours (to be scheduled in full days to the extent possible) with 2 PL Specialists which can be used by CVNIC partners, site teams, and/or administrators to check-in on progress in between PDs and provide site-specific support.
Cost Per Academic Year: \$73,000	

The professional learning service plan proposed here can be further customized to meet your needs and budget simply by increasing/decreasing the amount of professional learning and consultation provided or adding other services. View the **Overview of Services Guide** [here](#), the **Overview of RAMP Support Services** [here](#), and the **Overview of Antiracist Professional Learning** [here](#).

Proposed Fee Schedule

Four equal quarterly installments of \$18,250:

- September 1, 2022
- December 1, 2022
- March 1, 2023
- June 1, 2023

We look forward to working with you and supporting your efforts to improve the delivery of data-driven, comprehensive school counseling programs in your schools. If you have questions on this proposal or wish to proceed with discussing a contract, contact Lisa De Gregorio, Director of Operations, at your convenience at office@hatchingresults.com or (707) 497-4395. To further discuss a service plan, please contact the Lead Professional Learning Specialist or Whitney Triplett, Executive Director of Professional Learning, at whitney@hatchingresults.com.

HATCHING RESULTS® PROPOSAL FOR SERVICES 2022-2023

Tulare County Office of Education, CA - "CVNIC"



Prepared By: Terri Tchorzynski, Director of Professional Learning &
Whitney Triplett, Executive Director of Professional Learning

March 4, 2022 | Revised August 3, 2022

Thank you for your continued interest in Hatching Results and investment in improving school counseling programs! The work of designing a comprehensive data-driven school counseling program requires an intensive commitment of time and talent. Hatching Results is the [premier organization](#) for designing and delivering high-quality, evidence-based professional learning for school counselors and administrators on the school counselors' role in a multi-tiered system of supports, the use of data to drive and evaluate the counseling program, conducting root-cause analysis, the delivery of evidence-based, tiered interventions, and establishing effective district-wide systems and leadership practices. Learn more about our team of Professional Learning Specialists [here](#).

School counselors are uniquely trained to work within a framework of a [multi-tiered system of supports](#) that is inclusive of their role in students' academic, college and career, and social-emotional development. School counselors support the needs of ALL students, focusing on special populations and collaborating with teachers to mitigate learning loss among students by conducting assessment and evidence-based activities, improving student engagement, and supporting family and community engagement. Their services assist students who are experiencing trauma, mental/emotional unwellness, academic challenge, and postsecondary planning struggles.

Professional Learning Outcomes

Typically, full implementation of a school counseling program aligned with the [ASCA National Model](#), a Multi-Tiered, Multi-Domain System of Supports, the use of data, and evidenced-based practices takes a minimum of three years. Our evaluation process will contribute to future professional learning recommendations and guide the implementation of the service plan throughout. We will continue to create measurable objectives, determine intervention strategies, and clearly define measurable outcomes together.

By the end of the professional learning series, participants will be able to:

- Service students and families more proactively and efficiently through a multi-tiered system of supports
- Utilize more specific data to drive their program, curriculum, and interventions
- Build a robust school counseling curriculum that aligns with state and national standards and student competencies
- Experience greater consistency and equity in access between and among schools within the district in what students receive from the school counseling program
- Witness more legitimacy and understanding of the role of school counselors through the evaluation of outcomes and shared school counseling program results

Service Plan Proposal

The service proposal for the next academic year that follows has been drafted based on our understanding about desired objectives and our recommendations for continuation. It can be modified to meet the challenges of these uncertain times or budget parameters. Fees are related to the level of direct services provided by Hatching Results, the number of participants, and level of data analysis and reporting. Our solutions can be funded through ESSER to help your district maintain a high-quality learning environment to mitigate learning loss as a result of COVID-19. Learn more about what's available for TK-12 schools [HERE](#).

PO#: 231659
PO Req#: 232064
Vendor #: 86391

**TULARE COUNTY SUPERINTENDENT OF SCHOOLS
INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT**

This INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT ("Agreement") is made and entered into, effective 7/1/2022 (the "Effective Date"), by and between the Tulare County Superintendent of Schools ("SUPERINTENDENT") and Hatching Results, LLC ("CONTRACTOR"), with reference to the following:

A. SUPERINTENDENT requires consulting services to develop:

Consultant to support the Network aims and will facilitate a professional learning series.

B. CONTRACTOR is specially trained, experienced and competent in the field of:

Leadership, training, and consultation to improve school counseling for K-12 outcomes.

C. Government Code section 53060 and Education Code section 35160 authorizes SUPERINTENDENT to contract with persons who are specially trained and experienced and competent to perform special services.

D. SUPERINTENDENT wishes to hire CONTRACTOR as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.

E. Grant Funded

Yes, Grant Name: Bill and Melinda Gates Foundation NSI Network

Grant Type: _____

No

F. Pursuant to Education Code section:

45103.1(b)(1), the contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.

45103.1(b)(2), the services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.

45103.1(b)(3), the services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.

45103.1(b)(4), the policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

- 45103.1(b)(5), the nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work.
- 45103.1(b)(6), the contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- 45103.1(b)(7), the services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

ACCORDINGLY, IT IS AGREED:

1. **Contractor Services.** CONTRACTOR shall provide services ("Services"), as set forth in Exhibit A, entitled "Scope of Services," which exhibit is made part of this Agreement by reference.

2. **Contractor Qualifications.** CONTRACTOR represents and warrants to SUPERINTENDENT that CONTRACTOR, and all of CONTRACTOR's employees, agents or volunteers (the "CONTRACTOR Parties"), have in effect and shall maintain in full force throughout the term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. CONTRACTOR, and any CONTRACTOR Parties, performing services shall be competent to perform those services.

3. **Term.** This Agreement shall begin on 7/1/2022, and shall terminate upon completion of the Services, but no later than 6/30/2023 ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the SUPERINTENDENT or designee shall be sufficient to stop further performance of the Services by CONTRACTOR, or the CONTRACTOR Parties. In the event of early termination, CONTRACTOR shall be paid for satisfactory Services performed to the date of termination. Upon payment by SUPERINTENDENT, SUPERINTENDENT shall be under no further obligation to CONTRACTOR, monetarily or otherwise, and SUPERINTENDENT may proceed with the work in any manner SUPERINTENDENT deems proper.

4. **Termination.** SUPERINTENDENT may terminate this Agreement at any time by giving thirty (30) days advance written notice to CONTRACTOR. Notwithstanding the foregoing, SUPERINTENDENT may immediately terminate this Agreement at any time by service of written notice to CONTRACTOR:

- a. if CONTRACTOR materially breaches any of the terms of this Agreement,
- b. if any act or omission of CONTRACTOR or the CONTRACTOR Parties exposes SUPERINTENDENT to potential liability or may cause an increase in SUPERINTENDENT's insurance premiums,
- c. CONTRACTOR is adjudged as bankrupt,
- d. CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed because of CONTRACTOR's insolvency.

5. **Cost of Services.** For services rendered, CONTRACTOR shall be paid according to the fee schedule set forth in Exhibit B, entitled "Fee Schedule," which exhibit is made part of this Agreement by reference. The total amount payable to CONTRACTOR shall not exceed the sum of \$ 17,125.00.

6. Method and Conditions of Payment

- a. CONTRACTOR shall provide an invoice for services to SUPERINTENDENT. SUPERINTENDENT, according to the fee schedule set forth in Exhibit B, shall provide and file IRS form 1099 to report CONTRACTOR'S calendar year earnings.
- b. The payment of compensation for work performed is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement.

7. Headings. Section headings are provided for organizational purposes only, and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

8. Indemnity. CONTRACTOR shall defend, indemnify, and hold harmless SUPERINTENDENT and its agents, representatives, officers, consultants, employees, and the Tulare County Board of Education (individually and collectively, the "SUPERINTENDENT Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs, including fees of consultants) of any kind, nature and description (collectively, the "Claims"), directly or indirectly arising out of or connected with, the performance by CONTRACTOR, the CONTRACTOR Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform CONTRACTOR's obligations under this Agreement, including, but not limited to CONTRACTOR's or the CONTRACTOR Parties' performance of the Services, CONTRACTOR's or the CONTRACTOR Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to persons or damage to property or delay or damage to the SUPERINTENDENT or the SUPERINTENDENT Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. CONTRACTOR's defense and indemnity obligations under this section shall arise immediately upon the filing and/or service of any claim or action against SUPERINTENDENT arising under this Agreement, and shall extend to all such claims or actions except those based on the sole negligence or willful misconduct of SUPERINTENDENT. The indemnification provided for in this section also includes any claims that may be made against the SUPERINTENDENT by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement, and any claims made against SUPERINTENDENT alleging civil rights violations by CONTRACTOR under the California Fair Employment and Housing Act or similar administrative body. This indemnification obligation shall continue beyond the Term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

9. Construction. This Agreement reflects the contributions of both parties and accordingly, the provisions of California Civil Code § 1654 will not apply to address and interpret any uncertainty.

10. Insurance. Prior to approval of this Agreement by SUPERINTENDENT, CONTRACTOR shall file with the SUPERINTENDENT evidence of the required insurance as set forth in Exhibit C, entitled "Insurance Requirements," which exhibit is made part of this Agreement by reference.

11. Independent Contractor Status. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and the CONTRACTOR Parties shall not be considered officers, employees, agents, partners, or joint venturers of SUPERINTENDENT, and are not entitled to benefits of any kind or nature provided to employees of SUPERINTENDENT, and/or to which SUPERINTENDENT's employees are entitled. CONTRACTOR

agrees to advise everyone it designates or hires to perform any duty under this Agreement, that they are not employees of SUPERINTENDENT.

12. **Taxes.** All payments made by SUPERINTENDENT to CONTRACTOR pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. SUPERINTENDENT will not withhold any money from fees payable to CONTRACTOR, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. 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 and the CONTRACTOR Parties and otherwise in connection with this Agreement.

13. **Fingerprinting/Criminal Background Investigation Certification.** CONTRACTOR and the CONTRACTOR Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to SUPERINTENDENT the following:

A. CONTRACTOR and the CONTRACTOR Parties shall **have no contact** (as determined by SUPERINTENDENT) with SUPERINTENDENT students at all times during the Term of this Agreement.

B. CONTRACTOR and the CONTRACTOR Parties shall **only have limited contact** (as determined by SUPERINTENDENT) with SUPERINTENDENT students at all times during the Term of this Agreement. [Attach and sign additional pages, as needed.]

C. The following CONTRACTOR and CONTRACTOR Parties have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement. [Attach and sign additional pages, as needed.]

D. (Required only if Box 13.C is checked.) All of the CONTRACTOR and CONTRACTOR Parties noted above, at no cost to SUPERINTENDENT, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these CONTRACTOR and CONTRACTOR Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

CONTRACTOR further agrees and acknowledges that if at any time during the Term of this Agreement, CONTRACTOR learns or becomes aware of additional information which differs in any way from the representations set forth above, or CONTRACTOR or CONTRACTOR Parties add personnel, CONTRACTOR shall immediately notify SUPERINTENDENT and prohibit any new personnel from having any contact with SUPERINTENDENT students until the fingerprinting and background check requirements have been satisfied, and SUPERINTENDENT determines whether any contact is permissible.

14. **Tuberculosis Certification.** CONTRACTOR and the CONTRACTOR Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to SUPERINTENDENT the following:

A. CONTRACTOR and CONTRACTOR Parties shall **have no contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.

B. CONTRACTOR and CONTRACTOR Parties shall **only have limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.

C. The following CONTRACTOR and CONTRACTOR Parties shall have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement and, at no cost to SUPERINTENDENT, have received a TB test in full compliance with the requirements of Education Code section 49406. [Attach and sign additional pages, as needed.]

CONTRACTOR shall maintain on file the certificates showing that the CONTRACTOR and CONTRACTOR Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by CONTRACTOR, and shall be available to SUPERINTENDENT upon request or audit.

CONTRACTOR further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by CONTRACTOR and CONTRACTOR Parties, are subject to the TB certification requirements and shall be prohibited from having any contact with SUPERINTENDENT students until the TB certification requirements have been satisfied and SUPERINTENDENT determines whether any contact is permissible.

15. **Confidential Information.** CONTRACTOR shall maintain the confidentiality of, and protection from unauthorized disclosure, any and all individual student information received from the SUPERINTENDENT, including but not limited to student names and other identifying information. CONTRACTOR shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, CONTRACTOR shall turn over to SUPERINTENDENT all educational records related to the services provided to any SUPERINTENDENT student pursuant to this Agreement.

16. **Assignment/Successors and Assigns.** SUPERINTENDENT is relying on the skill, training, and experience of CONTRACTOR and its employees, and as such CONTRACTOR shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of SUPERINTENDENT. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of CONTRACTOR.

17. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or the parties agree that any such provision is in conflict with any applicable code or regulation governing the subject, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written agreement signed by both parties.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the SUPERINTENDENT.

20. **Written Notice.** Except as otherwise required by law, including, but not limited to, the claim presentation provisions contained in California Government Code § 900, et seq., written notice under this Agreement shall be deemed to have been duly served if delivered in person to CONTRACTOR at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

21. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to, fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. CONTRACTOR agrees that it shall comply with all legal requirements for the performance of duties under this Agreement, and that failure to do so shall constitute material breach.

22. **Non-Discrimination.** CONTRACTOR shall not discriminate in employment, or in the provision of services under this Agreement, on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation, and as prescribed in California Government Code § 12900, et seq., and California Labor Code § 1735, including, but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status.

23. **Liability of SUPERINTENDENT.** Notwithstanding anything stated herein to the contrary, SUPERINTENDENT shall not be liable for any special, consequential, indirect, or incidental damages, including, but not limited to, any lost, past, and/or anticipated profits or other economic loss that may be claimed by CONTRACTOR in connection with this Agreement.

24. **Time.** Time is of the essence to this Agreement.

25. **Waiver.** No delay or omission by SUPERINTENDENT in exercising any right under this Agreement shall operate as a waiver of that or any other right, and no single or partial exercise of any right shall preclude the SUPERINTENDENT from any or further exercise of any right or remedy. Furthermore, the failure of SUPERINTENDENT to insist on strict compliance with any provision of this Agreement will not

be considered a waiver of any right to do so.

26. **Records and Audit.** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, CONTRACTOR shall make such records available to SUPERINTENDENT for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

27. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein, and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

28. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

29. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

30. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

31. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

SUPERINTENDENT:

Tulare County Superintendent of Schools

DocuSigned by:
By: Chris Meyer 8/30/2022
Name: Chris Meyer
Title: Director, Human Resources

Address for SUPERINTENDENT Notices:

6200 S. Mooney Blvd., P.O. Box 5091
Visalia, Ca 93278-5091
Phone No.: (559) 733-6306
Fax No.: (559) 627-4670

CONTRACTOR:

Hatching Results, LLC

DocuSigned by:
By: TRISH HATCH 8/30/2022
Name: TRISH HATCH
Title: President and CEO

Address for CONTRACTOR Notices:

2907 Shekter Island Dr # 150-287
San Diego Ca 92106
Phone No.: (707) 497-4395
Email: admin@hatchingresults.com

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:
(Please provide a detailed description of services and deliverables to be provided by contractor.)

- 3 Virtual Counselor Network Meetings
- 2 Full In-Person Days of Professional Learning
- 6 Virtual Consultation Hours with 1 PL specialist and CVNIC CR leadership
- 28 virtual coaching hours for Network and site support

See the attachment from Hatching Results for more details.

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:
(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide facilities and coordinate participant attendance.

3. FEE SCHEDULE:

The Contract Total for Services to be provided shall not exceed \$68,500 including contractor travel or other expenses.

Four equal quarterly installments of \$17,125:

- September 1, 2022
- December 1, 2022
- March 1, 2023
- June 1, 2023

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Tulare County Office of Education

Tim A. Hire, County Superintendent of Schools

Tim A. Hire
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
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fax (559) 627-5219

Business Services
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Instructional Services
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fax (559) 739-0310

Special Services
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Main Locations

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6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

INDEPENDENT CONTRACTOR PROVISIONS

(To be completed and signed by an individual or agent of entity.)

Please provide the following information and sign the statement at the bottom of the page.

Name of Independent Contractor or Entity:

Hatching Results, LLC

Tax Identification Number: [REDACTED]

Address: 2907 Shelter Island Dr #150-287

City: San Diego

State: CA

Zip: 92106

Phone: (707) 497-4395

E-mail: admin@hatchingresults.com

Type of Organization (check one):

- Individual
- Sole Proprietor
- Corporation
- Partnership
- Limited Liability Company
- Other

I, Hatching Results, LLC, agree to provide services as an independent contractor for Tulare County Office of Education. I declare that, pursuant to applicable IRS and state tax codes, I am an independent contractor and not an employee of Tulare County Office of Education. I will be responsible for my own income tax reporting and workers' compensation.

Danielle Duarte
Signature of Individual or Agent of Entity

Jun 21 2022
Date

HATCHING RESULTS® PROPOSAL FOR SERVICES 2022-2023

Tulare County Office of Education, CA - "CVNIC"



Prepared By: Terri Tchorzynski, Director of Professional Learning &
Whitney Triplett, Executive Director of Professional Learning
March 4, 2022

Thank you for your continued interest in Hatching Results and investment in improving school counseling programs! The work of designing a comprehensive data-driven school counseling program requires an intensive commitment of time and talent. Hatching Results is the [premier organization](#) for designing and delivering high-quality, evidence-based professional learning for school counselors and administrators on the school counselors' role in a multi-tiered system of supports, the use of data to drive and evaluate the counseling program, conducting root-cause analysis, the delivery of evidence-based, tiered interventions, and establishing effective district-wide systems and leadership practices. Learn more about our team of Professional Learning Specialists [here](#).

School counselors are uniquely trained to work within a framework of a [multi-tiered system of supports](#) that is inclusive of their role in students' academic, college and career, and social-emotional development. School counselors support the needs of ALL students, focusing on special populations and collaborating with teachers to mitigate learning loss among students by conducting assessment and evidence-based activities, improving student engagement, and supporting family and community engagement. Their services assist students who are experiencing trauma, mental/emotional unwellness, academic challenge, and postsecondary planning struggles.

Professional Learning Outcomes

Typically, full implementation of a school counseling program aligned with the [ASCA National Model](#), a Multi-Tiered, Multi-Domain System of Supports, the use of data, and evidenced-based practices takes a minimum of three years. Our evaluation process will contribute to future professional learning recommendations and guide the implementation of the service plan throughout. We will continue to create measurable objectives, determine intervention strategies, and clearly define measurable outcomes together.

By the end of the professional learning series, participants will be able to:

- Service students and families more proactively and efficiently through a multi-tiered system of supports
- Utilize more specific data to drive their program, curriculum, and interventions
- Build a robust school counseling curriculum that aligns with state and national standards and student competencies
- Experience greater consistency and equity in access between and among schools within the district in what students receive from the school counseling program
- Witness more legitimacy and understanding of the role of school counselors through the evaluation of outcomes and shared school counseling program results

Service Plan Proposal

The service proposal for the next academic year that follows has been drafted based on our understanding about desired objectives and our recommendations for continuation. It can be modified to meet the challenges of these uncertain times or budget parameters. Fees are related to the level of direct services provided by Hatching Results, the number of participants, and level of data analysis and reporting. Our solutions can be funded through ESSER to help your district maintain a high-quality learning environment to mitigate learning loss as a result of COVID-19. Learn more about what's available for TK-12 schools [HERE](#).

Service Plan Costs

The following pricing structure is unique to your county and the scope of work indicated. Costs are inclusive of travel costs where applicable, time for preparation, planning, and delivery of services by two Professional Learning Specialists (unless otherwise specified in the table below) as well as online access to training materials and resources. For scheduling, please plan for a full day of direct service wherever possible. **NOTE: Pricing is subject to change. This proposal is valid for 60 days from this date.**

PROPOSED SERVICE PLAN SY22-23	
Professional Learning (PL)	3 Virtual Counselor Network Meetings (up to 1 hour each) \$6,000
	2 Full In-Person Days of Professional Learning with Tulare & Kings Counties Counselors and CVNIC Network Counselors and Coaches. Includes 2 PL Specialists, an hour of pre-training consultation, "toolkit" slide presentations, "action period" activities, evaluation, and follow up reports. Inclusive of preparation and travel expenses. \$30,000
Consultation & Coaching	6 Virtual Consultation Hours w/ 1 PL Specialist and CVNIC leadership to support the Network progress and goals, prep for PD, and/or debrief. \$4,500k
	28 Virtual Coaching Hours (to be scheduled in full days to the extent possible) with 2 PL Specialists which can be used by CVNIC partners, site teams, and/or administrators to check-in on progress in between PDs and provide site-specific support. \$28,000
Cost Per Academic Year: \$68,500	

The professional learning service plan proposed here can be further customized to meet your needs and budget simply by increasing/decreasing the amount of professional learning and consultation provided or adding other services. View the **Overview of Services Guide** [here](#), the **Overview of RAMP Support Services** [here](#), and the **Overview of Antiracist Professional Learning** [here](#).

Proposed Fee Schedule

Four equal quarterly installments of \$17,125:

- September 1, 2022
- December 1, 2022
- March 1, 2023
- June 1, 2023

We look forward to working with you and supporting your efforts to improve the delivery of data-driven, comprehensive school counseling programs in your schools. If you have questions on this proposal or wish to proceed with discussing a contract, contact Lisa De Gregorio, Director of Operations, at your convenience at office@hatchingresults.com or (707) 497-4395. To further discuss a service plan, please contact the Lead Professional Learning Specialist or Whitney Triplett, Executive Director of Professional Learning, at whitney@hatchingresults.com.

Tulare County Office of Education

Committed to Students, Support & Service

Attachment I

Tim A. Hire
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

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tcoe.org

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**Liberty Center/
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11535 Ave. 264
Visalia

CONTRACTOR'S CERTIFICATE REGARDING FINGERPRINTING REQUIREMENTS Michelle Montoya School Safety Act (Education Code Section 45125.1)

State of California)
) ss
County of Tulare)

1. I acknowledge that pursuant to Education Code § 45125.1(g), I shall not permit any employee to come in contact with pupils of the school district until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code § 45122.1.

2. I have submitted fingerprints of all of my employees who may come in contact with pupils of the school district, as required by Education Code § 45125.1(a) and (d), to the Department of Justice to ascertain whether any of my employees has a pending criminal proceeding for a felony as defined in Education Code § 45122.1 or has been convicted of a felony as defined in Education Code § 45122.1.

3. I have received, as of the time of my signature on this document, a telephone or written response from the Department of Justice.

4. I hereby certify that none of my employees who may come in contact with pupils has a pending criminal proceeding for a felony as defined in Education Code § 45122.1, nor has ever been convicted of a felony as defined in Section 45122.1.

5. The names of each employee who may come in contact with pupils are listed on the attached sheet.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

TRISH HATCH

Name of the Contractor

DocuSigned by:
By: TRISH HATCH 04/2022
Signature of CONTRACTOR

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

Tulare County Office of Education

Committed to Students, Support & Service

**Attachment I Continued
List of Names of Employees
Who have been fingerprinted**

Tim A. Hire
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

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tcoe.org

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Visalia

CONTRACTOR'S CERTIFICATE REGARDING FINGERPRINTING REQUIREMENTS Michelle Montoya School Safety Act (Education Code Section 45125.1)

State of California)
) ss
County of Tulare)

List of names of employees who have been fingerprinted and cleared by the Department of Justice.

- 1. N/A
- 2. N/A
- 3. N/A
- 4. N/A
- 5. N/A
- 6. N/A
- 7. N/A
- 8. N/A
- 9. N/A
- 10. N/A
- 11. N/A
- 12. N/A

*Type N/A on additional or all lines if not applicable

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

TRISH HATCH

Name of the Contractor

By: TRISH HATCH 8/30/2022
Signature of CONTRACTOR

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CONTRACTOR'S TUBERCULOSIS REQUIREMENTS CERTIFICATE

(Education Code, § 49406)

Any party contracting with Tulare County Superintendent of Schools must comply with the tuberculosis certification requirements of Education Code section 49406.

Please check off the applicable statement(s) below:

1. Contractor (including employees) will have only limited or no contact with students at all times during the term of the services provided, and in accordance with an executed agreement.

2. Contractor (including employees) will have more than limited contact with students.
 Attached is proof of completion of the required tuberculosis risk assessment, and examination (if deemed necessary by a physician/surgeon as required by law), for each individual listed below as required under, and in full compliance with, Education Code section 49406.

*Attach here

List of individual(s)/employee(s) who will have more than limited contact with students:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

(List additional names on an attached sheet of paper, if needed.)

I hereby certify that myself and the contractor employees will satisfy all tuberculosis testing requirements before having any contact with students.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

TRISH HATCH

Print Name of Independent Contractor

8/30/2022

Date

DocuSigned by:
TRISH HATCH

Signature of Independent Contractor

INDEPENDENT CONTRACTOR PROVISIONS

(To be completed and signed by an individual or agent of entity.)

Please provide the following information and sign the statement at the bottom of the page.

Name of Independent Contractor or Entity:

National Equity Project

Tax Identification Number:



Address: 1720 Broadway, Ste. 400

City: Oakland

State: CA

Zip: 94612

Phone: 510-208-0160

E-mail: billing@nationalequityproject.org

Type of Organization (check one):

- Individual
- Sole Proprietor
- Corporation
- Partnership
- Limited Liability Company
- Other

.....

I, Emmile Brack, agree to provide services as an independent contractor for Tulare County Office of Education. I declare that, pursuant to applicable IRS and state tax codes, I am an independent contractor and not an employee of Tulare County Office of Education. I will be responsible for my own income tax reporting and workers' compensation.

DocuSigned by:

Emmile Brack

Signature of Individual or Agent of Entity

2/2/2022

Date

PO#: 201933
PO Req#: 22284
Vendor #: 80310

**TULARE COUNTY SUPERINTENDENT OF SCHOOLS
INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT**

This INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT ("Agreement") is made and entered into, effective 7/30/2021 (the "Effective Date"), by and between the Tulare County Superintendent of Schools ("SUPERINTENDENT") and National Equity Project ("CONTRACTOR"), with reference to the following:

A. SUPERINTENDENT requires consulting services to develop/provide:

Support to the CVNIC: College-Ready Hub as a consultant in activities such as Leadership Team Development sessions, Executive Coaching, Network Convening facilitation and planning, Leading for Equity Series coaching.

B. CONTRACTOR is specially trained, experienced and competent in the field of:

Supporting leaders to transform their systems into equitable, resilient, and liberating environments, consulting and coaching to help leaders and teams make informed decisions and take more effective action.

C. Government Code section 53060 and Education Code section 35160 authorizes SUPERINTENDENT to contract with persons who are specially trained and experienced and competent to perform special services.

D. SUPERINTENDENT wishes to hire CONTRACTOR as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.

E. Grant Funded

Yes, Grant Name: Bill and Melinda Gates Foundation NSI Network Grant

Grant Type: Supports participating schools to apply improvement science to increase the number of African American, Latino, and racially/ethnically disadvantaged students who are accepted into a post-secondary institution.

No

F. Pursuant to Education Code section:

45103.1(b)(1), the contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.

45103.1(b)(2), the services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.

45103.1(b)(3), the services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.

45103.1(b)(4), the policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

45103.1(b)(5), the nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work.

45103.1(b)(6), the contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.

45103.1(b)(7), the services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

ACCORDINGLY, IT IS AGREED:

1. **Contractor Services.** CONTRACTOR shall provide services ("Services"), as set forth in Exhibit A, entitled "Scope of Services," which exhibit is made part of this Agreement by reference.

2. **Contractor Qualifications.** CONTRACTOR represents and warrants to SUPERINTENDENT that CONTRACTOR, and all of CONTRACTOR's employees, agents or volunteers (the "CONTRACTOR Parties"), have in effect and shall maintain in full force throughout the term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. CONTRACTOR, and any CONTRACTOR Parties, performing services shall be competent to perform those services.

3. **Term.** This Agreement shall begin on 7/30/2021, and shall terminate upon completion of the Services, but no later than 6/30/2022 ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the SUPERINTENDENT or designee shall be sufficient to stop further performance of the Services by CONTRACTOR, or the CONTRACTOR Parties. In the event of early termination, CONTRACTOR shall be paid for satisfactory Services performed to the date of termination. Upon payment by SUPERINTENDENT, SUPERINTENDENT shall be under no further obligation to CONTRACTOR, monetarily or otherwise, and SUPERINTENDENT may proceed with the work in any manner SUPERINTENDENT deems proper.

4. **Termination.** SUPERINTENDENT may terminate this Agreement at any time by giving thirty (30) days advance written notice to CONTRACTOR. Notwithstanding the foregoing, SUPERINTENDENT may immediately terminate this Agreement at any time by service of written notice to CONTRACTOR:

- a. if CONTRACTOR materially breaches any of the terms of this Agreement,
- b. if any act or omission of CONTRACTOR or the CONTRACTOR Parties exposes SUPERINTENDENT to potential liability or may cause an increase in SUPERINTENDENT's insurance premiums,
- c. CONTRACTOR is adjudged as bankrupt,
- d. CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed because of CONTRACTOR's insolvency.

5. **Cost of Services.** For services rendered, CONTRACTOR shall be paid according to the fee schedule set forth in Exhibit B, entitled "Fee Schedule," which exhibit is made part of this Agreement by reference. The total amount payable to CONTRACTOR shall not exceed the sum of \$ 55,000.00.

6. Method and Conditions of Payment

- a. CONTRACTOR shall provide an invoice for services to SUPERINTENDENT. SUPERINTENDENT, according to the fee schedule set forth in Exhibit B, shall provide and file IRS form 1099 to report CONTRACTOR'S calendar year earnings.
- b. The payment of compensation for work performed is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement.

7. **Headings.** Section headings are provided for organizational purposes only, and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

8. **Indemnity.** CONTRACTOR shall defend, indemnify, and hold harmless SUPERINTENDENT and its agents, representatives, officers, consultants, employees, and the Tulare County Board of Education (individually and collectively, the "SUPERINTENDENT Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs, including fees of consultants) of any kind, nature and description (collectively, the "Claims"), directly or indirectly arising out of or connected with, the performance by CONTRACTOR, the CONTRACTOR Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform CONTRACTOR's obligations under this Agreement, including, but not limited to CONTRACTOR's or the CONTRACTOR Parties' performance of the Services, CONTRACTOR's or the CONTRACTOR Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to persons or damage to property or delay or damage to the SUPERINTENDENT or the SUPERINTENDENT Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. CONTRACTOR's defense and indemnity obligations under this section shall arise immediately upon the filing and/or service of any claim or action against SUPERINTENDENT arising under this Agreement, and shall extend to all such claims or actions except those based on the sole negligence or willful misconduct of SUPERINTENDENT. The indemnification provided for in this section also includes any claims that may be made against the SUPERINTENDENT by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement, and any claims made against SUPERINTENDENT alleging civil rights violations by CONTRACTOR under the California Fair Employment and Housing Act or similar administrative body. This indemnification obligation shall continue beyond the Term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

9. **Construction.** This Agreement reflects the contributions of both parties and accordingly, the provisions of California Civil Code § 1654 will not apply to address and interpret any uncertainty.

10. **Insurance.** Prior to approval of this Agreement by SUPERINTENDENT, CONTRACTOR shall file with the SUPERINTENDENT evidence of the required insurance as set forth in Exhibit C, entitled "Insurance Requirements," which exhibit is made part of this Agreement by reference.

11. **Independent Contractor Status.** CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and the CONTRACTOR Parties shall not be considered officers, employees, agents, partners, or joint venturers of SUPERINTENDENT, and are not entitled to benefits of any kind or nature provided to employees of SUPERINTENDENT, and/or to which SUPERINTENDENT's employees are entitled. CONTRACTOR

agrees to advise everyone it designates or hires to perform any duty under this Agreement, that they are not employees of SUPERINTENDENT.

12. **Taxes.** All payments made by SUPERINTENDENT to CONTRACTOR pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. SUPERINTENDENT will not withhold any money from fees payable to CONTRACTOR, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. 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 and the CONTRACTOR Parties and otherwise in connection with this Agreement.

13. **Fingerprinting/Criminal Background Investigation Certification.** CONTRACTOR and the CONTRACTOR Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to SUPERINTENDENT the following:

A. CONTRACTOR and the CONTRACTOR Parties shall **have no contact** (as determined by SUPERINTENDENT) with SUPERINTENDENT students at all times during the Term of this Agreement.

B. CONTRACTOR and the CONTRACTOR Parties shall **only have limited contact** (as determined by SUPERINTENDENT) with SUPERINTENDENT students at all times during the Term of this Agreement. [Attach and sign additional pages, as needed.]

C. The following CONTRACTOR and CONTRACTOR Parties have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement. [Attach and sign additional pages, as needed.]

D. (Required only if Box 13.C is checked.) All of the CONTRACTOR and CONTRACTOR Parties noted above, at no cost to SUPERINTENDENT, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these CONTRACTOR and CONTRACTOR Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

CONTRACTOR further agrees and acknowledges that if at any time during the Term of this Agreement, CONTRACTOR learns or becomes aware of additional information which differs in any way from the representations set forth above, or CONTRACTOR or CONTRACTOR Parties add personnel, CONTRACTOR shall immediately notify SUPERINTENDENT and prohibit any new personnel from having any contact with SUPERINTENDENT students until the fingerprinting and background check requirements have been satisfied, and SUPERINTENDENT determines whether any contact is permissible.

14. ~~Tuberculosis Certification.~~ CONTRACTOR and the CONTRACTOR Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to SUPERINTENDENT the following:

- A. CONTRACTOR and CONTRACTOR Parties shall **have no contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.
- B. CONTRACTOR and CONTRACTOR Parties shall **only have limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.
- C. The following CONTRACTOR and CONTRACTOR Parties shall have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement and, at no cost to SUPERINTENDENT, have received a TB test in full compliance with the requirements of Education Code section 49406. [Attach and sign additional pages, as needed.]

CONTRACTOR shall maintain on file the certificates showing that the CONTRACTOR and CONTRACTOR Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by CONTRACTOR, and shall be available to SUPERINTENDENT upon request or audit.

CONTRACTOR further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by CONTRACTOR and CONTRACTOR Parties, are subject to the TB certification requirements and shall be prohibited from having any contact with SUPERINTENDENT students until the TB certification requirements have been satisfied and SUPERINTENDENT determines whether any contact is permissible.

15. **Confidential Information.** CONTRACTOR shall maintain the confidentiality of, and protection from unauthorized disclosure, any and all individual student information received from the SUPERINTENDENT, including but not limited to student names and other identifying information. CONTRACTOR shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, CONTRACTOR shall turn over to SUPERINTENDENT all educational records related to the services provided to any SUPERINTENDENT student pursuant to this Agreement.

16. **Assignment/Successors and Assigns.** SUPERINTENDENT is relying on the skill, training, and experience of CONTRACTOR and its employees, and as such CONTRACTOR shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of SUPERINTENDENT. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of CONTRACTOR.

17. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or the parties agree that any such provision is in conflict with any applicable code or regulation governing the subject, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written agreement signed by both parties.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the SUPERINTENDENT.

20. **Written Notice.** Except as otherwise required by law, including, but not limited to, the claim presentation provisions contained in California Government Code § 900, et seq., written notice under this Agreement shall be deemed to have been duly served if delivered in person to CONTRACTOR at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

21. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to, fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. CONTRACTOR agrees that it shall comply with all legal requirements for the performance of duties under this Agreement, and that failure to do so shall constitute material breach.

22. **Non-Discrimination.** CONTRACTOR shall not discriminate in employment, or in the provision of services under this Agreement, on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation, and as prescribed in California Government Code § 12900, et seq., and California Labor Code § 1735, including, but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status.

23. **Liability of SUPERINTENDENT.** Notwithstanding anything stated herein to the contrary, SUPERINTENDENT shall not be liable for any special, consequential, indirect, or incidental damages, including, but not limited to, any lost, past, and/or anticipated profits or other economic loss that may be claimed by CONTRACTOR in connection with this Agreement.

24. **Time.** Time is of the essence to this Agreement.

25. **Waiver.** No delay or omission by SUPERINTENDENT in exercising any right under this Agreement shall operate as a waiver of that or any other right, and no single or partial exercise of any right shall preclude the SUPERINTENDENT from any or further exercise of any right or remedy. Furthermore, the failure of SUPERINTENDENT to insist on strict compliance with any provision of this Agreement will not

~~be considered a waiver of any right to do so.~~

26. **Records and Audit.** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, CONTRACTOR shall make such records available to SUPERINTENDENT for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

27. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein, and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

28. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

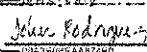
29. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

30. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

31. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

SUPERINTENDENT:

Tulare County Superintendent of Schools

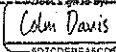
By: 
Name: John Rodriguez
Title: Human Resources Director

Address for SUPERINTENDENT Notices:

6200 S. Mcconey Blvd., P.O. Box 5091
Visalia, Ca 93278-5091
Phone No.: (559) 733-6306
Fax No.: (559) 627-4670

CONTRACTOR:

National Equity Project

By: 
Name: Colm Davis
Title: Director

Address for CONTRACTOR Notices:

1720 Broadway, Ste. 400
Oakland, CA 94612
Phone No.: (510) 208-0160
Fax No.:

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

- Leadership Team Development Sessions: Equity Design Team - NEP will co-plan and facilitate meetings with the Equity Design Team, approximately once / month for 2 hours each. This includes support for agreeing on the team's core purpose in this year, clarifying team membership, and identifying clear goals & indicators of progress to work toward expansion of understanding and action for equity work at TCOE.
- Executive Coaching: Strategic Advising and Technical Assistance - NEP will work with key leaders at TCOE to continue to strategize, offer resources and support for applying equity work in their contexts.
- Regional Network: CVNIC-CR NEP will serve as one of several partners for the Central Valley Network Improvement Communities - College Ready (led by TCOE) to support equity-focused collaboration among school teams across several counties committed to increasing college readiness among Black, Latinx and low-income students. This includes planning, collaboration and debrief time among TCOE "hub" members and partners, as well as resource support and co-facilitation for 5 network events between July 2021 - June 2022.
- Leading for Equity Learning Series - 2 NEP staff will plan and facilitate a series of 4 interactive virtual sessions (approximately 3 hours each) focused on Leading for Equity for up to 50 TCOE Leaders. Sessions will be focused on building shared language and understanding of equity in the larger historical and socio-political context of education. Content of sessions may include:
 - Understanding systemic oppression across multiple levels: individual, interpersonal, institutional and structural
 - Exploring how each of us has been impacted in different ways by systems of oppression and the connection to education policies and practices in our schools and districts
 - Ways to improve collaborative relationships and deepen discourse in diverse settings to make progress toward equity in our work
 - Research, tools, and other resources for equity-focused leadership

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will coordinate meeting logistics.

3. FEE SCHEDULE:

The Contract Total for Services to be provided shall not exceed \$55,000 including contractor travel or other expenses.

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Tulare County Office of Education

Attachment II

Committed to Students, Support & Service

CONTRACTOR'S CERTIFICATE (LIMITED OR NO STUDENT CONTACT) REGARDING FINGERPRINTING REQUIREMENTS

Michelle Montoya School Safety Act (Education Code Section 45125.1)

Tim A. Hire
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

**Administration
Building & Conference
Center**
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

State of California)
County of Tulare) ss

Proper Name of Contractor: National Equity Project

Supervisor/Foreman Name: _____

Start Date: 7/30/2021

Completion Date: 6/30/2022

Location of Work: Virtual / Remote

Hours of Work: _____

Number of Employees on the Job: _____

Location of All Employees: _____

School Employees Present at Work Location: _____

Pupils Present at Work Location: _____

I acknowledge that pursuant to Education Code § 45125.1 the services provided by me are either of a limited nature of student contact or involve no contact with pupils. As such my employees do not need to have background checks per Education Code 45125.1.

SITUATIONS:

- Contractor (including employees) will have no contact with pupils.
- Contractor (including employees) will have limited contact with students.
One or more of the following conditions must be met to meet the definition of limited contact:
 - Delivery of goods or service is made directly to non-classroom location on campus.
 - Delivery of goods or service is made before or after school hours.
 - Delivery of goods or service is made when school is not in session, i.e. weekend, holiday, vacation break.
 - Delivery of goods or services is made only one to three times in a year and is not made on a yearly service contract.

If situation number 2 applies, list in detail the steps that are to be taken to protect the safety of pupils who may come in contact with the contractor's employees.

Safety Steps (explain in detail): n/a

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

National Equity Project

Proper Name of the Contractor

Tax Identification Number

By: DocuSigned by:

Colin Davis

5D7CDEF8-A5CD40F

Signature of CONTRACTOR

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CONTRACTOR'S TUBERCULOSIS REQUIREMENTS CERTIFICATE

(Education Code, § 49406)

Any party contracting with Tulare County Superintendent of Schools must comply with the tuberculosis certification requirements of Education Code section 49406.

Please check off the applicable statement(s) below:

1. Contractor (including employees) will have only limited or no contact with students at all times during the term of the services provided, and in accordance with an executed agreement.

2. Contractor (including employees) will have more than limited contact with students.
 Attached is proof of completion of the required tuberculosis risk assessment, and examination (if deemed necessary by a physician/surgeon as required by law), for each individual listed below as required under, and in full compliance with, Education Code section 49406.

List of individual(s)/employee(s) who will have more than limited contact with students:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

(List additional names on an attached sheet of paper, if needed.)

I hereby certify that myself and the contractor employees will satisfy all tuberculosis testing requirements before having any contact with students.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

National Equity Project
Print Name of Independent Contractor

9/13/2021
Date

DocuSigned by:
Colm Davis
Signature of Independent Contractor

PO#: 214121
PO Req#: 214127
Vendor #: 80117

**TULARE COUNTY SUPERINTENDENT OF SCHOOLS
INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT**

This INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT ("Agreement") is made and entered into, effective 3/24/2021 (the "Effective Date"), by and between the Tulare County Superintendent of Schools ("SUPERINTENDENT") and Improvement Collective ("CONTRACTOR"), with reference to the following:

Tulare COE
MAR 31 2021
Human Resources

- A. SUPERINTENDENT requires consulting services to develop/provide:
initiation of the CVNIC: College-Ready
- B. CONTRACTOR is specially trained, experienced and competent in the field of consulting for continuous improvement, use of data and networked improvement communities
- C. Government Code section 53060 and Education Code section 35160 authorizes SUPERINTENDENT to contract with persons who are specially trained and experienced and competent to perform special services.
- D. SUPERINTENDENT wishes to hire CONTRACTOR as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.
- E. Grant Funded
 - Yes, Grant Name: Bill and Melinda Gates Foundation NSI Network grant
Grant Type: supports participating schools to apply improvement science to increase the number of African American, Latin and socially/economically disadvantaged students who are accepted into a post secondary institution.
 - No
- F. Pursuant to Education Code section:
 - 45103.1(b)(1), the contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
 - 45103.1(b)(2), the services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
 - 45103.1(b)(3), the services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
 - 45103.1(b)(4), the policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

6. Method and Conditions of Payment

- a. CONTRACTOR shall provide an invoice for services to SUPERINTENDENT. SUPERINTENDENT, according to the fee schedule set forth in Exhibit B, shall provide and file IRS form 1099 to report CONTRACTOR'S calendar year earnings.
- b. The payment of compensation for work performed is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement.

7. Headings. Section headings are provided for organizational purposes only, and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

8. Indemnity. CONTRACTOR shall defend, indemnify, and hold harmless SUPERINTENDENT and its agents, representatives, officers, consultants, employees, and the Tulare County Board of Education (individually and collectively, the "SUPERINTENDENT Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs, including fees of consultants) of any kind, nature and description (collectively, the "Claims"), directly or indirectly arising out of or connected with, the performance by CONTRACTOR, the CONTRACTOR Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform CONTRACTOR's obligations under this Agreement, including, but not limited, CONTRACTOR's or the CONTRACTOR Parties' performance of the Services, CONTRACTOR's or the CONTRACTOR Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to persons or damage to property or delay or damage to the SUPERINTENDENT or the SUPERINTENDENT Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. CONTRACTOR's defense and indemnity obligations under this section shall arise immediately upon the filing and/or service of any claim or action against SUPERINTENDENT arising under this Agreement, and shall extend to all such claims or actions except those based on the sole negligence or willful misconduct of SUPERINTENDENT. The indemnification provided for in this section also includes any claims that may be made against the SUPERINTENDENT by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement, and any claims made against SUPERINTENDENT alleging civil rights violations by CONTRACTOR under the California Fair Employment and Housing Act or similar administrative body. This indemnification obligation shall continue beyond the Term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

9. Construction. This Agreement reflects the contributions of both parties and accordingly, the provisions of California Civil Code § 1654 will not apply to address and interpret any uncertainty.

10. Insurance. Prior to approval of this Agreement by SUPERINTENDENT, CONTRACTOR shall file with the SUPERINTENDENT evidence of the required insurance as set forth in Exhibit C, entitled "Insurance Requirements," which exhibit is made part of this Agreement by reference.

11. Independent Contractor Status. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and the CONTRACTOR Parties shall not be considered officers, employees, agents, partners, or joint venturers of SUPERINTENDENT, and are not entitled to benefits of any kind or nature provided to employees of SUPERINTENDENT, and/or to which SUPERINTENDENT's employees are entitled. CONTRACTOR

14. **Tuberculosis Certification.** CONTRACTOR and the CONTRACTOR Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to SUPERINTENDENT the following:

- A. CONTRACTOR and CONTRACTOR Parties shall **have no contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.
- B. CONTRACTOR and CONTRACTOR Parties shall **only have limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.
- C. The following CONTRACTOR and CONTRACTOR Parties shall have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement and, at no cost to SUPERINTENDENT, have received a TB test in full compliance with the requirements of Education Code section 49406. [Attach and sign additional pages, as needed.]

CONTRACTOR shall maintain on file the certificates showing that the CONTRACTOR and CONTRACTOR Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by CONTRACTOR, and shall be available to SUPERINTENDENT upon request or audit.

CONTRACTOR further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by CONTRACTOR and CONTRACTOR Parties, are subject to the TB certification requirements and shall be prohibited from having any contact with SUPERINTENDENT students until the TB certification requirements have been satisfied and SUPERINTENDENT determines whether any contact is permissible.

15. **Confidential Information.** CONTRACTOR shall maintain the confidentiality of, and protection from unauthorized disclosure, any and all individual student information received from the SUPERINTENDENT, including but not limited to student names and other identifying information. CONTRACTOR shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, CONTRACTOR shall turn over to SUPERINTENDENT all educational records related to the services provided to any SUPERINTENDENT student pursuant to this Agreement.

16. **Assignment/Successors and Assigns.** SUPERINTENDENT is relying on the skill, training, and experience of CONTRACTOR and its employees, and as such CONTRACTOR shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of SUPERINTENDENT. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of CONTRACTOR.

be considered a waiver of any right to do so.

26. **Records and Audit.** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, CONTRACTOR shall make such records available to SUPERINTENDENT for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

27. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein, and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

28. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

29. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

30. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

31. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

SUPERINTENDENT:

Tulare County Superintendent of Schools

DocuSigned by:

By: John Rodriguez

Name: John Rodriguez

Title: Director of Human Resources

CONTRACTOR:

Improvement Collective

DocuSigned by:

By: Sandra Park

Name: Sandra Park

Title: Co-Founder, Improvement Specialist

Address for SUPERINTENDENT Notices:

6200 S. Mooney Blvd., P.O. Box 5091

Visalia, Ca 93278-5091

Phone No.: (559) 733-6306

Fax No.: (559) 627-4670

Address for CONTRACTOR Notices:

Phone No.: _____

Fax No.: _____

CONTRACTOR'S TUBERCULOSIS REQUIREMENTS CERTIFICATE

(Education Code, § 49406)

Any party contracting with Tulare County Superintendent of Schools must comply with the tuberculosis certification requirements of Education Code section 49406.

Please check off the applicable statement(s) below:

1. Contractor (including employees) will have only limited or no contact with students at all times during the term of the services provided, and in accordance with an executed agreement.

2. Contractor (including employees) will have more than limited contact with students.
 Attached is proof of completion of the required tuberculosis risk assessment, and examination (if deemed necessary by a physician/surgeon as required by law), for each individual listed below as required under, and in full compliance with, Education Code section 49406.

List of individual(s)/employee(s) who will have more than limited contact with students:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

(List additional names on an attached sheet of paper, if needed.)

I hereby certify that myself and the contractor employees will satisfy all tuberculosis testing requirements before having any contact with students.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Sandra Park
Print Name of Independent Contractor

4/12/2021
Date

DocuSigned by:
Sandra Park
Signature of Independent Contractor

PO#: 222446
PO Req#: 202810
Vendor #: 80391

**TULARE COUNTY SUPERINTENDENT OF SCHOOLS
INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT**

This INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT ("Agreement") is made and entered into, effective 9/1/2021 (the "Effective Date"), by and between the Tulare County Superintendent of Schools ("SUPERINTENDENT") and Hatching Results, LLC ("CONTRACTOR"), with reference to the following:

A. SUPERINTENDENT requires consulting services to develop/provide:

Consultation, artifact review, and facilitation of network convenings and a professional learning series to support the CVNIC: College-Ready project aim.

B. CONTRACTOR is specially trained, experienced and competent in the field of:

Leadership, training, and consultation to improve school counseling for k-12 outcomes.

C. Government Code section 53060 and Education Code section 35160 authorizes SUPERINTENDENT to contract with persons who are specially trained and experienced and competent to perform special services.

D. SUPERINTENDENT wishes to hire CONTRACTOR as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.

E. Grant Funded

Yes, Grant Name: Bill and Melinda Gates Foundation NSI Network

Grant Type: The grant supports participating schools to apply improvement science to increase the number of African American, Latino, and socially/economically disadvantaged students who are accepted into a post-secondary institution.

No

F. Pursuant to Education Code section:

45103.1(b)(1), the contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.

45103.1(b)(2), the services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.

45103.1(b)(3), the services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.

45103.1(b)(4), the policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

45103.1(b)(5), the nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work.

45103.1(b)(6), the contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.

45103.1(b)(7), the services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

ACCORDINGLY, IT IS AGREED:

1. **Contractor Services.** CONTRACTOR shall provide services ("Services"), as set forth in Exhibit A, entitled "Scope of Services," which exhibit is made part of this Agreement by reference.
2. **Contractor Qualifications.** CONTRACTOR represents and warrants to SUPERINTENDENT that CONTRACTOR, and all of CONTRACTOR's employees, agents or volunteers (the "CONTRACTOR Parties"), have in effect and shall maintain in full force throughout the term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. CONTRACTOR, and any CONTRACTOR Parties, performing services shall be competent to perform those services.
3. **Term.** This Agreement shall begin on 9/1/2021, and shall terminate upon completion of the Services, but no later than 6/30/2022 ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the SUPERINTENDENT or designee shall be sufficient to stop further performance of the Services by CONTRACTOR, or the CONTRACTOR Parties. In the event of early termination, CONTRACTOR shall be paid for satisfactory Services performed to the date of termination. Upon payment by SUPERINTENDENT, SUPERINTENDENT shall be under no further obligation to CONTRACTOR, monetarily or otherwise, and SUPERINTENDENT may proceed with the work in any manner SUPERINTENDENT deems proper.
4. **Termination.** SUPERINTENDENT may terminate this Agreement at any time by giving thirty (30) days advance written notice to CONTRACTOR. Notwithstanding the foregoing, SUPERINTENDENT may immediately terminate this Agreement at any time by service of written notice to CONTRACTOR:
 - a. if CONTRACTOR materially breaches any of the terms of this Agreement,
 - b. if any act or omission of CONTRACTOR or the CONTRACTOR Parties exposes SUPERINTENDENT to potential liability or may cause an increase in SUPERINTENDENT's insurance premiums,
 - c. CONTRACTOR is adjudged as bankrupt,
 - d. CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed because of CONTRACTOR's insolvency.
5. **Cost of Services.** For services rendered, CONTRACTOR shall be paid according to the fee schedule set forth in Exhibit B, entitled "Fee Schedule," which exhibit is made part of this Agreement by reference. The total amount payable to CONTRACTOR shall not exceed the sum of \$ 50,000.00.

6. Method and Conditions of Payment

- a. CONTRACTOR shall provide an invoice for services to SUPERINTENDENT. SUPERINTENDENT, according to the fee schedule set forth in Exhibit B, shall provide and file IRS form 1099 to report CONTRACTOR'S calendar year earnings.
- b. The payment of compensation for work performed is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement.

7. **Headings.** Section headings are provided for organizational purposes only, and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

8. **Indemnity.** CONTRACTOR shall defend, indemnify, and hold harmless SUPERINTENDENT and its agents, representatives, officers, consultants, employees, and the Tulare County Board of Education (individually and collectively, the "SUPERINTENDENT Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs, including fees of consultants) of any kind, nature and description (collectively, the "Claims"), directly or indirectly arising out of or connected with, the performance by CONTRACTOR, the CONTRACTOR Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform CONTRACTOR's obligations under this Agreement, including, but not limited to CONTRACTOR's or the CONTRACTOR Parties' performance of the Services, CONTRACTOR's or the CONTRACTOR Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to persons or damage to property or delay or damage to the SUPERINTENDENT or the SUPERINTENDENT Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. CONTRACTOR's defense and indemnity obligations under this section shall arise immediately upon the filing and/or service of any claim or action against SUPERINTENDENT arising under this Agreement, and shall extend to all such claims or actions except those based on the sole negligence or willful misconduct of SUPERINTENDENT. The indemnification provided for in this section also includes any claims that may be made against the SUPERINTENDENT by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement, and any claims made against SUPERINTENDENT alleging civil rights violations by CONTRACTOR under the California Fair Employment and Housing Act or similar administrative body. This indemnification obligation shall continue beyond the Term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

9. **Construction.** This Agreement reflects the contributions of both parties and accordingly, the provisions of California Civil Code § 1654 will not apply to address and interpret any uncertainty.

10. **Insurance.** Prior to approval of this Agreement by SUPERINTENDENT, CONTRACTOR shall file with the SUPERINTENDENT evidence of the required insurance as set forth in Exhibit C, entitled "Insurance Requirements," which exhibit is made part of this Agreement by reference.

11. **Independent Contractor Status.** CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and the CONTRACTOR Parties shall not be considered officers, employees, agents, partners, or joint venturers of SUPERINTENDENT, and are not entitled to benefits of any kind or nature provided to employees of SUPERINTENDENT, and/or to which SUPERINTENDENT's employees are entitled. CONTRACTOR

agrees to advise everyone it designates or hires to perform any duty under this Agreement, that they are not employees of SUPERINTENDENT.

12. **Taxes.** All payments made by SUPERINTENDENT to CONTRACTOR pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. SUPERINTENDENT will not withhold any money from fees payable to CONTRACTOR, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. 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 and the CONTRACTOR Parties and otherwise in connection with this Agreement.

13. **Fingerprinting/Criminal Background Investigation Certification.** CONTRACTOR and the CONTRACTOR Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to SUPERINTENDENT the following:

A. CONTRACTOR and the CONTRACTOR Parties shall **have no contact** (as determined by SUPERINTENDENT) with SUPERINTENDENT students at all times during the Term of this Agreement.

B. CONTRACTOR and the CONTRACTOR Parties shall **only have limited contact** (as determined by SUPERINTENDENT) with SUPERINTENDENT students at all times during the Term of this Agreement. [Attach and sign additional pages, as needed.]

C. The following CONTRACTOR and CONTRACTOR Parties have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement. [Attach and sign additional pages, as needed.]

D. (Required only if Box 13.C is checked.) All of the CONTRACTOR and CONTRACTOR Parties noted above, at no cost to SUPERINTENDENT, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these CONTRACTOR and CONTRACTOR Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

CONTRACTOR further agrees and acknowledges that if at any time during the Term of this Agreement, CONTRACTOR learns or becomes aware of additional information which differs in any way from the representations set forth above, or CONTRACTOR or CONTRACTOR Parties add personnel, CONTRACTOR shall immediately notify SUPERINTENDENT and prohibit any new personnel from having any contact with SUPERINTENDENT students until the fingerprinting and background check requirements have been satisfied, and SUPERINTENDENT determines whether any contact is permissible.

14. **Tuberculosis Certification.** CONTRACTOR and the CONTRACTOR Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to SUPERINTENDENT the following:

A. CONTRACTOR and CONTRACTOR Parties shall have **no contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.

B. CONTRACTOR and CONTRACTOR Parties shall **only have limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.

C. The following CONTRACTOR and CONTRACTOR Parties shall have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement and, at no cost to SUPERINTENDENT, have received a TB test in full compliance with the requirements of Education Code section 49406. [Attach and sign additional pages, as needed.]

CONTRACTOR shall maintain on file the certificates showing that the CONTRACTOR and CONTRACTOR Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by CONTRACTOR, and shall be available to SUPERINTENDENT upon request or audit.

CONTRACTOR further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by CONTRACTOR and CONTRACTOR Parties, are subject to the TB certification requirements and shall be prohibited from having any contact with SUPERINTENDENT students until the TB certification requirements have been satisfied and SUPERINTENDENT determines whether any contact is permissible.

15. **Confidential Information.** CONTRACTOR shall maintain the confidentiality of, and protection from unauthorized disclosure, any and all individual student information received from the SUPERINTENDENT, including but not limited to student names and other identifying information. CONTRACTOR shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, CONTRACTOR shall turn over to SUPERINTENDENT all educational records related to the services provided to any SUPERINTENDENT student pursuant to this Agreement.

16. **Assignment/Successors and Assigns.** SUPERINTENDENT is relying on the skill, training, and experience of CONTRACTOR and its employees, and as such CONTRACTOR shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of SUPERINTENDENT. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of CONTRACTOR.

17. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or the parties agree that any such provision is in conflict with any applicable code or regulation governing the subject, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written agreement signed by both parties.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the SUPERINTENDENT.

20. **Written Notice.** Except as otherwise required by law, including, but not limited to, the claim presentation provisions contained in California Government Code § 900, et seq., written notice under this Agreement shall be deemed to have been duly served if delivered in person to CONTRACTOR at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

21. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to, fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. CONTRACTOR agrees that it shall comply with all legal requirements for the performance of duties under this Agreement, and that failure to do so shall constitute material breach.

22. **Non-Discrimination.** CONTRACTOR shall not discriminate in employment, or in the provision of services under this Agreement, on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation, and as prescribed in California Government Code § 12900, et seq., and California Labor Code § 1735, including, but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status.

23. **Liability of SUPERINTENDENT.** Notwithstanding anything stated herein to the contrary, SUPERINTENDENT shall not be liable for any special, consequential, indirect, or incidental damages, including, but not limited to, any lost, past, and/or anticipated profits or other economic loss that may be claimed by CONTRACTOR in connection with this Agreement.

24. **Time.** Time is of the essence to this Agreement.

25. **Waiver.** No delay or omission by SUPERINTENDENT in exercising any right under this Agreement shall operate as a waiver of that or any other right, and no single or partial exercise of any right shall preclude the SUPERINTENDENT from any or further exercise of any right or remedy. Furthermore, the failure of SUPERINTENDENT to insist on strict compliance with any provision of this Agreement will not

be considered a waiver of any right to do so.

26. **Records and Audit.** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, CONTRACTOR shall make such records available to SUPERINTENDENT for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

27. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein, and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

28. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.


29. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

30. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

31. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

SUPERINTENDENT:

Tulare County Superintendent of Schools


By: 
Name: John Rodriguez
Title: Director of Human Resources

Address for SUPERINTENDENT Notices:

6200 S. Mooney Blvd., P.O. Box 5091
Visalia, Ca 93278-5091
Phone No.: (559) 733-6306
Fax No.: (559) 627-4670

CONTRACTOR:

Hatching Results, LLC

By: 
Name: Patricia Hatch
Title: President & CEO

Address for CONTRACTOR Notices:

2907 Shelter Island Drive #150-287
San Diego, Ca 92106
Phone No.: (707) 497-4395
Fax No.:

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

Services will be provided by one or more expert consultants from the Hatching Results team, per agreement.

- *Two (2) full one-day onsite trainings with one (1) Professional Learning Specialist;*
- *Participation in four (4) virtual convenings up to one (1) hour each for a total of four (4) hours;*
- *Up to six (6) hours of artifact review;*
- *Up to eight (8) hours of quarterly consultation provided in four (4) sessions, up to two (2) hours per session;*
- *Change package development (up to 8.4 hours).*

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide meeting facilities and coordinate participant attendance.

3. FEE SCHEDULE:

Payment shall be made to CONTRACTOR in two equal installments of \$25,000. CONTRACTOR shall provide invoice for services payable in equal installments: once upon contract commencement, and once in January 2022. DISTRICT will ensure payment is made to CONTRACTOR within 30 days of receipt of invoice.

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

Tulare County Office of Education

Attachment II

Committed to Students, Support & Service

CONTRACTOR'S CERTIFICATE (LIMITED OR NO STUDENT CONTACT) REGARDING FINGERPRINTING REQUIREMENTS

Michelle Montoya School Safety Act (Education Code Section 45125.1)

Tim A. Hire
County Superintendent of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
x (559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

Administration Building & Conference Center
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

Liberty Center/ Planetarium & Science Center
535 Ave. 264
visalia

State of California)
) ss
County of Tulare)

Proper Name of Contractor: Hatching Results

Supervisor/Foreman Name: Patricia Hatch

Start Date: 10/1/2021

Completion Date: 6/1/2021

Location of Work: Tulare County Office of Education

Hours of Work: _____

Number of Employees on the Job: _____

Location of All Employees: _____

School Employees Present at Work Location: _____

Pupils Present at Work Location: _____

I acknowledge that pursuant to Education Code § 45125.1 the services provided by me are either of a limited nature of student contact or involve no contact with pupils. As such my employees do not need to have background checks per Education Code 45125.1.

SITUATIONS:

- Contractor (including employees) will have no contact with pupils.
- Contractor (including employees) will have limited contact with students.
One or more of the following conditions must be met to meet the definition of limited contact:
 - Delivery of goods or service is made directly to non-classroom location on campus.
 - Delivery of goods or service is made before or after school hours.
 - Delivery of goods or service is made when school is not in session, i.e. weekend, holiday, vacation break.
 - Delivery of goods or services is made only one to three times in a year and is not made on a yearly service contract.

If situation number 2 applies, list in detail the steps that are to be taken to protect the safety of pupils who may come in contact with the contractor's employees.

Safety Steps (explain in detail): no contact with pupils, trainers are vaccinated and will wear masks

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Trish Hatch

Proper Name of the Contractor

Tax Identification Number

By: DocuSigned by:



98888859D2D9449

Signature of CONTRACTOR

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

01/2019

CONTRACTOR'S TUBERCULOSIS REQUIREMENTS CERTIFICATE

(Education Code, § 49406)

Any party contracting with Tulare County Superintendent of Schools must comply with the tuberculosis certification requirements of Education Code section 49406.

Please check off the applicable statement(s) below:

- 1. Contractor (including employees) will have only limited or no contact with students at all times during the term of the services provided, and in accordance with an executed agreement.
- 2. Contractor (including employees) will have more than limited contact with students.
 - Attached is proof of completion of the required tuberculosis risk assessment, and examination (if deemed necessary by a physician/surgeon as required by law), for each individual listed below as required under, and in full compliance with, Education Code section 49406.

List of individual(s)/employee(s) who will have more than limited contact with students:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

(List additional names on an attached sheet of paper, if needed.)

I hereby certify that myself and the contractor employees will satisfy all tuberculosis testing requirements before having any contact with students.

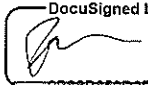
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Trish Hatch

Print Name of Independent Contractor

9/29/2021

Date

DocuSigned by:


9B68B859D2D9449...
Signature of Independent Contractor

**TULARE COUNTY SUPERINTENDENT OF SCHOOLS
INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT**

This INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT ("Agreement") is made and entered into, effective 4/1/2022 (the "Effective Date"), by and between the Tulare County Superintendent of Schools ("SUPERINTENDENT") and Travis Walters ("CONTRACTOR"), with reference to the following:

- A. SUPERINTENDENT requires consulting services to develop/provide:
Interviews of CVNIC College-Ready participants and create an onboarding video for the Teacher Launch in May 2022
- B. CONTRACTOR is specially trained, experienced and competent in the field of:
Improvement, use of data, and networked improvement communities
- C. Government Code section 53060 and Education Code section 35160 authorizes SUPERINTENDENT to contract with persons who are specially trained and experienced and competent to perform special services.
- D. SUPERINTENDENT wishes to hire CONTRACTOR as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.
- E. Grant Funded
 Yes, Grant Name: Bill and Miranda Gates Foundation NSI Network
 Grant Type: Support of participating schools to apply improvement science increase the number of African American, Latinx, and socially-economically disadvantaged students who are accepted into a post-secondary institution
 No
- F. Pursuant to Education Code section:
- 45103.1(b)(1), the contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- 45103.1(b)(2), the services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
- 45103.1(b)(3), the services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- 45103.1(b)(4), the policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

- 45103.1(b)(5), the nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work.
- 45103.1(b)(6), the contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- 45103.1(b)(7), the services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

ACCORDINGLY, IT IS AGREED:

1. **Contractor Services.** CONTRACTOR shall provide services ("Services"), as set forth in Exhibit A, entitled "Scope of Services," which exhibit is made part of this Agreement by reference.
2. **Contractor Qualifications.** CONTRACTOR represents and warrants to SUPERINTENDENT that CONTRACTOR, and all of CONTRACTOR's employees, agents or volunteers (the "CONTRACTOR Parties"), have in effect and shall maintain in full force throughout the term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. CONTRACTOR, and any CONTRACTOR Parties, performing services shall be competent to perform those services.
3. **Term.** This Agreement shall begin on 4/1/2022, and shall terminate upon completion of the Services, but no later than 5/30/2022 ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the SUPERINTENDENT or designee shall be sufficient to stop further performance of the Services by CONTRACTOR, or the CONTRACTOR Parties. In the event of early termination, CONTRACTOR shall be paid for satisfactory Services performed to the date of termination. Upon payment by SUPERINTENDENT, SUPERINTENDENT shall be under no further obligation to CONTRACTOR, monetarily or otherwise, and SUPERINTENDENT may proceed with the work in any manner SUPERINTENDENT deems proper.
4. **Termination.** SUPERINTENDENT may terminate this Agreement at any time by giving thirty (30) days advance written notice to CONTRACTOR. Notwithstanding the foregoing, SUPERINTENDENT may immediately terminate this Agreement at any time by service of written notice to CONTRACTOR:
 - a. if CONTRACTOR materially breaches any of the terms of this Agreement,
 - b. if any act or omission of CONTRACTOR or the CONTRACTOR Parties exposes SUPERINTENDENT to potential liability or may cause an increase in SUPERINTENDENT's insurance premiums,
 - c. CONTRACTOR is adjudged as bankrupt,
 - d. CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed because of CONTRACTOR's insolvency.
5. **Cost of Services.** For services rendered, CONTRACTOR shall be paid according to the fee schedule set forth in Exhibit B, entitled "Fee Schedule," which exhibit is made part of this Agreement by reference. The total amount payable to CONTRACTOR shall not exceed the sum of \$ 7,000.00.

6. **Method and Conditions of Payment**

- a. CONTRACTOR shall provide an invoice for services to SUPERINTENDENT. SUPERINTENDENT, according to the fee schedule set forth in Exhibit B, shall provide and file IRS form 1099 to report CONTRACTOR'S calendar year earnings.
- b. The payment of compensation for work performed is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement.

7. **Headings.** Section headings are provided for organizational purposes only, and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

8. **Indemnity.** CONTRACTOR shall defend, indemnify, and hold harmless SUPERINTENDENT and its agents, representatives, officers, consultants, employees, and the Tulare County Board of Education (individually and collectively, the "SUPERINTENDENT Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs, including fees of consultants) of any kind, nature and description (collectively, the "Claims"), directly or indirectly arising out of or connected with, the performance by CONTRACTOR, the CONTRACTOR Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform CONTRACTOR's obligations under this Agreement, including, but not limited to CONTRACTOR's or the CONTRACTOR Parties' performance of the Services, CONTRACTOR's or the CONTRACTOR Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to persons or damage to property or delay or damage to the SUPERINTENDENT or the SUPERINTENDENT Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. CONTRACTOR's defense and indemnity obligations under this section shall arise immediately upon the filing and/or service of any claim or action against SUPERINTENDENT arising under this Agreement, and shall extend to all such claims or actions except those based on the sole negligence or willful misconduct of SUPERINTENDENT. The indemnification provided for in this section also includes any claims that may be made against the SUPERINTENDENT by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement, and any claims made against SUPERINTENDENT alleging civil rights violations by CONTRACTOR under the California Fair Employment and Housing Act or similar administrative body. This indemnification obligation shall continue beyond the Term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

9. **Construction.** This Agreement reflects the contributions of both parties and accordingly, the provisions of California Civil Code § 1654 will not apply to address and interpret any uncertainty.

10. **Insurance.** Prior to approval of this Agreement by SUPERINTENDENT, CONTRACTOR shall file with the SUPERINTENDENT evidence of the required insurance as set forth in Exhibit C, entitled "Insurance Requirements," which exhibit is made part of this Agreement by reference.

11. **Independent Contractor Status.** CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and the CONTRACTOR Parties shall not be considered officers, employees, agents, partners, or joint ventures of SUPERINTENDENT, and are not entitled to benefits of any kind or nature provided to employees of SUPERINTENDENT, and/or to which SUPERINTENDENT's employees are entitled. CONTRACTOR

agrees to advise everyone it designates or hires to perform any duty under this Agreement, that they are not employees of SUPERINTENDENT.

12. **Taxes.** All payments made by SUPERINTENDENT to CONTRACTOR pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. SUPERINTENDENT will not withhold any money from fees payable to CONTRACTOR, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. 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 and the CONTRACTOR Parties and otherwise in connection with this Agreement.

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C. The following CONTRACTOR and CONTRACTOR Parties have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement. [Attach and sign additional pages, as needed.]

NA

Not Applicable (Type N/A above)

D. (Required only if Box 13.C is checked.) All of the CONTRACTOR and CONTRACTOR Parties noted above, at no cost to SUPERINTENDENT, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these CONTRACTOR and CONTRACTOR Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

CONTRACTOR further agrees and acknowledges that if at any time during the Term of this Agreement, CONTRACTOR learns or becomes aware of additional information which differs in any way from the representations set forth above, or CONTRACTOR or CONTRACTOR Parties add personnel, CONTRACTOR shall immediately notify SUPERINTENDENT and prohibit any new personnel from having any contact with SUPERINTENDENT students until the fingerprinting and background check requirements have been satisfied, and SUPERINTENDENT determines whether any contact is permissible.

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NA

Not Applicable (Type N/A above)

CONTRACTOR shall maintain on file the certificates showing that the CONTRACTOR and CONTRACTOR Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by CONTRACTOR, and shall be available to SUPERINTENDENT upon request or audit.

CONTRACTOR further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by CONTRACTOR and CONTRACTOR Parties, are subject to the TB certification requirements and shall be prohibited from having any contact with SUPERINTENDENT students until the TB certification requirements have been satisfied and SUPERINTENDENT determines whether any contact is permissible.

15. **Confidential Information.** CONTRACTOR shall maintain the confidentiality of, and protection from unauthorized disclosure, any and all individual student information received from the SUPERINTENDENT, including but not limited to student names and other identifying information. CONTRACTOR shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, CONTRACTOR shall turn over to SUPERINTENDENT all educational records related to the services provided to any SUPERINTENDENT student pursuant to this Agreement.

16. **Assignment/Successors and Assigns.** SUPERINTENDENT is relying on the skill, training, and experience of CONTRACTOR and its employees, and as such CONTRACTOR shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of SUPERINTENDENT. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of CONTRACTOR.

17. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or the parties agree that any such provision is in conflict with any applicable code or regulation governing the subject, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written agreement signed by both parties.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the SUPERINTENDENT.

20. **Written Notice.** Except as otherwise required by law, including, but not limited to, the claim presentation provisions contained in California Government Code § 900, et seq., written notice under this Agreement shall be deemed to have been duly served if delivered in person to CONTRACTOR at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

21. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to, fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. CONTRACTOR agrees that it shall comply with all legal requirements for the performance of duties under this Agreement, and that failure to do so shall constitute material breach.

22. **Non-Discrimination.** CONTRACTOR shall not discriminate in employment, or in the provision of services under this Agreement, on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation, and as prescribed in California Government Code § 12900, et seq., and California Labor Code § 1735, including, but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status.

23. **Liability of SUPERINTENDENT.** Notwithstanding anything stated herein to the contrary, SUPERINTENDENT shall not be liable for any special, consequential, indirect, or incidental damages, including, but not limited to, any lost, past, and/or anticipated profits or other economic loss that may be claimed by CONTRACTOR in connection with this Agreement.

24. **Time.** Time is of the essence to this Agreement.

25. **Waiver.** No delay or omission by SUPERINTENDENT in exercising any right under this Agreement shall operate as a waiver of that or any other right, and no single or partial exercise of any right shall preclude the SUPERINTENDENT from any or further exercise of any right or remedy. Furthermore, the failure of SUPERINTENDENT to insist on strict compliance with any provision of this Agreement will not

be considered a waiver of any right to do so.

26. **Records and Audit.** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, CONTRACTOR shall make such records available to SUPERINTENDENT for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

27. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein, and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

28. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

29. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

30. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

31. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

SUPERINTENDENT:

Tulare County Superintendent of Schools

DocuSigned by:
By: John Rodriguez 6/8/2022
Name: John Rodriguez
Title: Director of Human Resources

Address for SUPERINTENDENT Notices:

6200 S. Mooney Blvd., P.O. Box 5091
Visalia, Ca 93278-5091
Phone No.: (559) 733-6306
Fax No.: (559) 627-4670

CONTRACTOR:

Travis Walters

DocuSigned by:
By: Travis Walters 6/8/2022
Name: Travis Walters
Title: Owner

Address for CONTRACTOR Notices:

1528 S Tommy St
Visalia, CA 93277
Phone No.: 559-901-8014
Fax No.:
Email: travis@filmowlproductions.org

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

Price: \$7,000 Services Including:

- Develop a list of questions to ask CVNIC CR members on camera to develop a compelling narrative that promotes what CVNIC College Ready is doing, and its impact on central valley students.
- Interview CVNIC CR members who have the following roles" COE Coach, teacher, counselor, and administrator who represent four counties who are involved in CVNIC CR.
- Document their improvement journey of understanding the barriers students experience in A-G readiness and mathematics. Through testing and learning, teams are working together to improve student outcomes.
- Travel and capture in person interviews in Merced, Fresno, Madera, and Tulare.
- Provide draft video by May 5.
- Edit and finalize video by May 12th

2. RESPONSIBILITIES OF SUPERINTENDENT:

Superintendent will coordinate participant schedules for interviews and facility space for meeting.

FEE SCHEDULE

The contract total for services to be provided are estimated to be \$7,000, including travel or other expenses.

Tulare County Office of Education

Attachment II

Committed to Students, Support & Service

CONTRACTOR'S CERTIFICATE (LIMITED OR NO STUDENT CONTACT) REGARDING FINGERPRINTING REQUIREMENTS Michelle Montoya School Safety Act (Education Code Section 45125.1)

Tim A. Hire
County Superintendent of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
(559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

Administration Building & Conference Center
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

Liberty Center/ Planetarium & Science Center
11535 Ave. 264

State of California)
) ss
County of Tulare)

Proper Name of Contractor: Travis Walters

Supervisor/Foreman Name: None

Start Date: February

Completion Date: April 1

Location of Work: Tulare County

Hours of Work: 150

Number of Employees on the Job: 0

Location of All Employees: NA

School Employees Present at Work Location: NA

Pupils Present at Work Location: NA

I acknowledge that pursuant to Education Code § 45125.1 the services provided by me are either of a limited nature of student contact or involve no contact with pupils. As such my employees do not need to have background checks per Education Code 45125.1.

SITUATIONS:

- Contractor (including employees) will have no contact with pupils.
- Contractor (including employees) will have limited contact with students.
One or more of the following conditions must be met to meet the definition of limited contact:
 - Delivery of goods or service is made directly to non-classroom location on campus.
 - Delivery of goods or service is made before or after school hours.
 - Delivery of goods or service is made when school is not in session, i.e. weekend, holiday, vacation break.
 - Delivery of goods or services is made only one to three times in a year and is not made on a yearly service contract.

If situation number 2 applies, list in detail the steps that are to be taken to protect the safety of pupils who may come in contact with the contractor's employees.

Safety Steps (explain in detail): NA

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Travis Walters
Proper Name of the Contractor

Tax Identification Number
Travis Walters

By: Travis Walters
DocuSigned by: Travis Walters 6/8/2022
Signature of CONTRACTOR

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CONTRACTOR'S TUBERCULOSIS REQUIREMENTS CERTIFICATE

(Education Code, § 49406)

Any party contracting with Tulare County Superintendent of Schools must comply with the tuberculosis certification requirements of Education Code section 49406.

Please check off the applicable statement(s) below:

- 1. Contractor (including employees) will have only limited or no contact with students at all times during the term of the services provided, and in accordance with an executed agreement.
- 2. Contractor (including employees) will have more than limited contact with students.
 - Attached is proof of completion of the required tuberculosis risk assessment, and examination (if deemed necessary by a physician/surgeon as required by law), for each individual listed below as required under, and in full compliance with, Education Code section 49406.

*Attach here

List of individual(s)/employee(s) who will have more than limited contact with students:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

(List additional names on an attached sheet of paper, if needed.)

I hereby certify that myself and the contractor employees will satisfy all tuberculosis testing requirements before having any contact with students.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Travis Walters

Print Name of Independent Contractor

6/8/2022

Date

DocuSigned by:
Travis Walters

Signature of Independent Contractor

<i>For office use only</i>	
Vendor #	83170
Req #	193814
PO #	193345

TULARE COUNTY OFFICE OF EDUCATION
and
FILM OWL PRODUCTIONS

AGREEMENT

THIS AGREEMENT, is entered into as of November 21, 2018, between the Tulare County Superintendent of Schools, referred to as SUPERINTENDENT, and FILM OWL PRODUCTIONS, referred to as CONTRACTOR, with reference to the following:

- A. SUPERINTENDENT requires consulting services to provide CVNIC Promotional Videography/Filming services.
- B. CONTRACTOR represents that he/she is specially trained, experienced and competent in the field of CVNIC Promotional Video projects.
- C. Services provided by CONTRACTOR will support activities of a grant awarded to the SUPERINTENDENT. The purpose of the grant is to improve 5th grade mathematics teaching and student outcomes.
- D. Government Code section 53060 and Education Code section 35160 authorizes SUPERINTENDENT to contract with persons who are specially trained and experienced and competent to perform special services.
- E. SUPERINTENDENT wishes to hire CONTRACTOR as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.
- F. Pursuant to Education Code section 45103.1(b)(2), the services contracted are not available within the DISTRICT, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement is approved retroactive to July 1, 2018 through June 30, 2019, and the parties, by signing, ratify that all performances and payments rendered, from July 1, 2018, to the date of execution of this Agreement, have been provided consistently with the terms herein.
2. **SERVICES:** CONTRACTOR shall provide services as set forth in Exhibit A, entitled "Scope of Services," which exhibit is made part of this Agreement by reference.
3. **COST OF SERVICES:** For services rendered, CONTRACTOR shall be paid according to the fee schedule set forth in Exhibit A. The total amount payable to CONTRACTOR shall not exceed the sum of \$7,500.00.

4. METHOD AND CONDITIONS OF PAYMENT:

a. CONTRACTOR shall provide an invoice for services to SUPERINTENDENT. SUPERINTENDENT, according to the fee schedule set forth in Exhibit A, shall provide and file IRS form 1099 to report CONTRACTOR'S calendar year earnings.

b. The payment of compensation for work performed is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. SUPERINTENDENT will not pay anticipated profits or other economic loss.

5. COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with applicable federal, state, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. RECORDS AND AUDIT: CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the designated public and/or private auditor of SUPERINTENDENT and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

7. INSURANCE:

The insurance provision has been waived in this contract.

8. INDEPENDENT CONTRACTOR STATUS:

a. This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of SUPERINTENDENT.

b. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of SUPERINTENDENT. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and SUPERINTENDENT shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not SUPERINTENDENT'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, SUPERINTENDENT will not:

- i. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- ii. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- iii. Withhold state or federal income tax from payments to CONTRACTOR.

- iv. Make disability insurance contributions on behalf of CONTRACTOR.
- v. Obtain unemployment compensation insurance on behalf of CONTRACTOR.
- c. Notwithstanding this independent contractor relationship, SUPERINTENDENT shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

9. FINGERPRINTING REQUIREMENTS:

a. Pursuant to California Education Code section 45125.1, before any agents or employees of CONTRACTOR may enter school grounds or child care center grounds where they may have any contact with children, CONTRACTOR shall submit fingerprints of its employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. CONTRACTOR shall not permit any employee to come in contact with children of the SUPERINTENDENT'S programs until the Department of Justice has ascertained that the CONTRACTOR'S employees have not been convicted of a felony as defined in Education Code section 45122.1.

b. CONTRACTOR shall provide the SUPERINTENDENT with a written list of the names of its employees who may come in contact with children before commencement of work. CONTRACTOR shall certify, in a form provided by the SUPERINTENDENT, in writing to the SUPERINTENDENT, under penalty of perjury, that it has complied with the requirements of Education Code section 45125.1, and that none of its employees who may come in contact with children have been convicted of a felony as defined in Education Code section 45122.1, based upon the information CONTRACTOR has received from the Department of Justice.

c. If CONTRACTOR believes that its employees will have only limited contact with children and should therefore be exempted from these requirements, CONTRACTOR must contact the SUPERINTENDENT with its request for exemption within fifteen (15) days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including, but not limited to the length of time CONTRACTOR will be on school or child care center grounds, whether children will be in proximity to the site where the CONTRACTOR'S employees are working, and whether the CONTRACTOR'S employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the SUPERINTENDENT.

d. The CONTRACTOR shall impose the foregoing requirements on any subcontractors or assignees.

10. INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify SUPERINTENDENT, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including SUPERINTENDENT'S property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against SUPERINTENDENT by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against SUPERINTENDENT alleging civil rights violations by CONTRACTOR under Government Code section 12920 et seq. (California Fair Employment and Housing Act) *and any fines or penalties imposed on SUPERINTENDENT for CONTRACTOR'S failure to provide information to complete form DE 542, when applicable.* This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

11. CONFLICT OF INTEREST:

a. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest or appearance of conflicts of interest, including, but not limited to Government Code section 1090 et seq., and the Political Reform Act, Government Code section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from the making of any decision on behalf of SUPERINTENDENT in which such officer, employee or consultant has direct or indirect financial interest. A violation can occur if the public officer, employee or consultant participates in or influences any SUPERINTENDENT decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

b. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflict of interest laws, it will immediately inform the SUPERINTENDENT'S designated representative and provide all information needed for resolution of this question.

12. TERMINATION:

a. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

b. SUPERINTENDENT will pay to CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination.

i. Without Cause: SUPERINTENDENT shall have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.

ii. With Cause:

(1) This Agreement may be terminated by either party should the other party:

- (a) be adjudged as bankrupt, or
- (b) become insolvent or have a receiver appointed, or
- (c) make a general assignment for the benefit of creditors, or

- (d) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
 - (e) materially breach this Agreement.
- (2) For any of the occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of the termination.
 - (3) Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.
 - (4) If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.
 - (5) SUPERINTENDENT will not pay compensation or make reimbursement to cure a breach arising out of, or resulting from such termination. If the expense of finishing the CONTRACTOR'S Scope of Services exceeds the unpaid balance of the Agreement, CONTRACTOR must pay the difference to SUPERINTENDENT.

c. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR'S services have been terminated by SUPERINTENDENT, said termination will not affect any rights of SUPERINTENDENT to recover damages against CONTRACTOR.

d. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of SUPERINTENDENT for which CONTRACTOR'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

13. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONTRACTOR and SUPERINTENDENT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

14. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

15. NOTICES:

a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

DISTRICT:

John Rodriguez, Director
Human Resources
Tulare County Office of Education
6200 S Mooney Blvd., P.O. Box 5091
Visalia, CA 93278-5091
Phone No.: (559) 733-6306
Fax No.: (559) 627-4670

With A Copy To:

Patty Blaswich, Director
Internal Business
Tulare County Office of Education
6200 S Mooney Blvd., P.O. Box 5091
Visalia, CA 93278-5091
Phone No.: (559) 733-6691
Fax No.: (559) 733-6570

CONTRACTOR:

FILM OWL PRODUCTIONS
1639 S Roeben
Visalia, CA 93277
Phone No.: (559) 901-8014

b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.

16. CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

17. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

18. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made and shall be performed in Tulare County, California.

19. WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

20. EXHIBITS AND RECITALS: The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

- 21. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.
- 22. FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts as may be reasonably required to effect the purposes of this Agreement.
- 23. ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
- 24. ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, SUPERINTENDENT is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees, and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without prior written consent of SUPERINTENDENT.
- 25. DISPUTE RESOLUTION:** If a dispute arises out of, or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
- 26. UNEMPLOYMENT INSURANCE COMPLIANCE:** *If CONTRACTOR is an individual or sole proprietorship, CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code section 1088.8. Accordingly, SUPERINTENDENT has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR'S full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with SUPERINTENDENT to make such information available. Failure to provide the required information may, at SUPERINTENDENT'S option, prevent approval of this Agreement, or be grounds for termination by SUPERINTENDENT.*

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date: 11/30/18

Tulare County Superintendent of Schools
BY [Signature], Deputy
Tulare County Superintendent of Schools
"SUPERINTENDENT"

Date: 11/30/18

FILM OWL PRODUCTIONS
BY Travis Walters
TITLE owner
"CONTRACTOR"

Date: _____

BY _____
TITLE _____
"CONTRACTOR"

<p>THIS AGREEMENT is subject to Unemployment Insurance Code section 1088.8 filing obligations within twenty (20) days of entering into this Agreement.</p> <p><input type="checkbox"/> Information for DE Form 542 was provided by CONTRACTOR</p> <p><input type="checkbox"/> DE Form 542 was filed electronically.</p>
--

Tulare County Office of Education

Committed to Students, Support and Service

Attachment II

TULARE COUNTY OFFICE OF EDUCATION

CONTRACTOR'S CERTIFICATE

(LIMITED OR NO STUDENT CONTACT)

REGARDING FINGERPRINTING REQUIREMENTS

Michelle Montoya School Safety Act (Education Code Section 45125.1)

State of California)
County of Tulare) ss

Proper Name of Contractor: Travis Walters
Supervisor/Foreman Name: _____
Start Date: SEP 25th 2018
Completion Date: OCT 30th 2018
Location of Work: Tulare County
Hours of Work: 326
Number of Employees on the Job: 1
Location of All Employees: _____
School Employees Present at Work Location: Yes
Pupils Present at Work Location: _____

I acknowledge that pursuant to Education Code § 45125.1 the services provided by me are either of a limited nature of student contact or involve no contact with pupils. As such my employees do not need to have background checks per Education Code 45125.1.

SITUATIONS:

1. Contractor (including employees) will have no contact with pupils.
2. Contractor (including employees) will have limited contact with students.
One or more of the following conditions must be met to meet the definition of limited contact:
 - Delivery of goods or service is made directly to non-classroom location on campus.
 - Delivery of goods or service is made before or after school hours.
 - Delivery of goods or service is made when school is not in session, i.e. weekend, holiday, vacation break.
 - Delivery of goods or services is made only one to three times in a year and is not made on a yearly service contract.

If situation number 2 applies, list in detail the steps that are to be taken to protect the safety of pupils who may come in contact with the contractor's employees.

Safety Steps (explain in detail): _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Travis Walters (Film Owl Productions)
Proper Name of the Contractor

Tax Identification Number: _____

By: Travis Walters

Travis Walters
Signature of CONTRACTOR

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

Jim Vidak
County
Superintendent
of Schools

2637 W. Burrel Ave.
P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
www.tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6312
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 733-6328
fax (559) 737-4378

Special Services
(559) 730-2910
fax (559) 730-2511

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

Film Owl Productions will provide adequate videography coverage for CVNIC Professional Learning & Improvement Science event from July 1, 2018 - June 30, 2019 which includes the following:

- Full pre-production plan before filming
- Detailed questions and info created to interview instructors, staff, and students in the program
- Up to 5 visits to gather footage for broll
- Up to 3 misc. locations to gather footage (meetings, events, etc)
- Up to 200 hours in editing
- Up to 1,000GB in safely archived footage (for duration of project)
- Full rights to finished video files
- Re-encoded finished files to ensure compatibility
- Delivery of three Finished Video Files:
 - One 2-min promotional video to promo/distribute on sites, social media, sharable link with the main focus of guiding the viewer to want more information on this program and needing to be apart of this effort. We will lead off with a link to a website where more information is available (if needed)
 - One 2-3min promotional video with similar approach but different target audience
 - One 5min promotional video version intended to have additional information for viewers that would like to know more about what is happening and the work that is being done. Think of this version as an "in-depth" version

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide the facilities, arrange catering, and coordinate participant attendance.

3. FEE SCHEDULE:

(Payment will be by the Job or day unless specified otherwise in a fee schedule attached to this document.)

The contract total for services to be provided shall not exceed \$7,500.00 including contractor travel and/or other expenses.

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

Tulare County Office of Education

Committed to Students, Support and Service

Jim Vidak

County
Superintendent
of Schools

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Instructional Services

(559) 733-6328
fax (559) 739-0310

Special Services

(559) 730-2910
fax (559) 730-2511

Main Locations

Administration

**Building & Conference
Center**
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex

7000 Doe Ave.
Visalia

Liberty Center/ Planetarium & Science Center

11535 Ave. 264
Visalia

INDEPENDENT CONTRACTOR PROVISIONS

(To be completed and signed by an individual or agent of entity.)

Please provide the following information and sign the statement at the bottom of the page.

Name of Independent Contractor or Entity:

Desmos

Tax Identification Number: [REDACTED]

Address: 1488 Howard Street

City: San Francisco

State: CA

Zip: 94103

Phone: 559.307.8971

E-mail: michael@desmos.com

Type of Organization (check one):

Individual

Sole Proprietor

Corporation

Partnership

Limited Liability Company

Other

.....
I, Michael Fenton, agree to provide services as an independent contractor for Tulare County Office of Education. I declare that, pursuant to applicable IRS and state tax codes, I am an independent contractor and not an employee of Tulare County Office of Education. I will be responsible for my own income tax reporting and workers' compensation.



Signature of Individual or Agent of Entity

01/24/2017

Date

Tulare County Office of Education

Jim Vidak, County Superintendent of Schools

Jim Vidak
County
Superintendent
of Schools

7000 Doe Avenue
Visalia, CA 93291

www.tcoe.org

Child Care
Suite C
559 651-3022
fax 559 651-3802

Choices
Building 300
559 651-0155
fax 559 651-0172

**Educational
Resource
Services**
Suite A
559 651-3031
fax 559 651-1012

Migrant Education
Suite B
559 651-3035
fax 559 651-1701

**School Health
Programs**
Building 700
559 651-0130
fax 559 651-1995

Theatre Company
Building 300
559 651-1482
fax 559 651-0172

INDEPENDENT CONTRACTOR PROVISIONS

(To be completed and signed by an individual or agent of entity.)

Please provide the following information and sign the statement at the bottom of the page.

Name of Independent Contractor or Entity: Fllm Owl Productions

Tax Identification Number: _____

Address: _____

Phone: (559) 901-8014 Email: travis@filmowlproductions.com

TYPE OF ORGANIZATION (CHECK ONE):

Individual

Sole Proprietor

Corporation

Partnership

Limited Liability Company

I, Fllm Owl Productions agree to provide services as an independent contractor for Tulare County Office of Education. I declare that, pursuant to applicable IRS and state tax codes, I am an independent contractor and not an employee of Tulare County Office of Education. I will be responsible for my own income tax reporting and workers' compensation.

SIGNATURE OF INDIVIDUAL OR AGENT OF ENTITY

DATE

Tulare County Office of Education

Jim Vidak, County Superintendent of Schools

Jim Vidak
County
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of Schools

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Please provide the following information and sign the statement at the bottom of the page.

Name of Independent Contractor or Entity: Fllm Owl Productions

Tax Identification Number: _____

Address: _____

Phone: (559) 901-8014 Email: travis@filmowlproductions.com

TYPE OF ORGANIZATION (CHECK ONE):

Individual

Sole Proprietor

Corporation

Partnership

Limited Liability Company

I, Fllm Owl Productions agree to provide services as an independent contractor for Tulare County Office of Education. I declare that, pursuant to applicable IRS and state tax codes, I am an independent contractor and not an employee of Tulare County Office of Education. I will be responsible for my own income tax reporting and workers' compensation.

SIGNATURE OF INDIVIDUAL OR AGENT OF ENTITY

DATE

Tulare County Office of Education

Committed to Students, Support and Service

INDEPENDENT CONTRACTOR PROVISIONS

(To be completed and signed by an individual or agent of entity.)

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Main Locations

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6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

Liberty Center/
Planetarium &
Science Center
11535 Ave. 264
Visalia

Please provide the following information and sign the statement at the bottom of the page.

Name of Independent Contractor or Entity:

Central Valley Leadership Alliance

Tax Identification Number: [REDACTED]

Address: 9844 North Tea Party Ln.

City: Fresno State: CA Zip: 93720

Phone: 559-259-4104 E-mail: dderby@cvlaweb.com

Type of Organization (check one):

- Individual
 Sole Proprietor
 Corporation
 Partnership
 Limited Liability Company
 Other

.....
I, Dave Derby, Director/Owner, agree to provide services as an independent contractor for Tulare County Office of Education. I declare that, pursuant to applicable IRS and state tax codes, I am an independent contractor and not an employee of Tulare County Office of Education. I will be responsible for my own income tax reporting and workers' compensation.


Signature of Individual or Agent of Entity

1-20-18
Date

Tulare County Office of Education

Committed to Students, Support and Service

Jim Vidak

County
Superintendent
of Schools

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INDEPENDENT CONTRACTOR PROVISIONS

(To be completed and signed by an individual or agent of entity.)

Please provide the following information and sign the statement at the bottom of the page.

Name of Independent Contractor or Entity:

Desmos

Tax Identification Number:

Address: 1488 Howard Street

City: San Francisco

State: CA

Zip: 94103

Phone: 559.307.8971

E-mail: michael@desmos.com

Type of Organization (check one):

Individual

Sole Proprietor

Corporation

Partnership

Limited Liability Company

Other

.....
I, Michael Fenton, agree to provide services as an independent contractor for Tulare County Office of Education. I declare that, pursuant to applicable IRS and state tax codes, I am an independent contractor and not an employee of Tulare County Office of Education. I will be responsible for my own income tax reporting and workers' compensation.



Signature of Individual or Agent of Entity

01/24/2017

Date

Tulare County
Office of Education
Committed to Students, Support and Service

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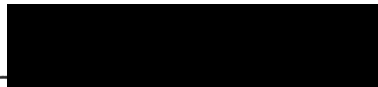
INDEPENDENT CONTRACTOR PROVISIONS

(To be completed and signed by an individual or agent of entity.)

Please provide the following information and sign the statement at the bottom of the page.

Name of Independent Contractor or Entity:

Graham Fletcher

Tax Identification Number: 

Address: 151 Antoinette Avenue

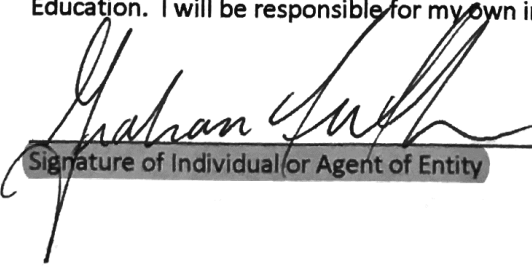
City: McDonough State: GA Zip: 30252

Phone: 404-290-9571 E-mail: gfletchy@gmail.com

Type of Organization (check one):

- Individual
- Sole Proprietor
- Corporation
- Partnership
- Limited Liability Company
- Other

.....
I, Graham Fletcher, agree to provide services as an independent contractor for Tulare County Office of Education. I declare that, pursuant to applicable IRS and state tax codes, I am an independent contractor and not an employee of Tulare County Office of Education. I will be responsible for my own income tax reporting and workers' compensation.


Signature of Individual or Agent of Entity

8-7-17
Date

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

Film Owl Productions will provide adequate videography coverage for CVNIC-Quarterly Professional Learning & Improvement Science event from December 1, 2016 through June 30, 2017.

Film Owl Productions will provide the following services:

- Full pre-production plan before filming*
- Detailed questions and info created to interview instructors, staff, and students in the program*
- Up to 5 visits to gather footage for broll*
- Up to 3 misc. locations to gather footage (meetings, events, Yosemite meeting, etc)*
- Up to 200 hours in editing*
- Up to 1,000GB in safely archived footage (for duration of project)*
- Full rights to finished video file*
- Professional 3d graphic animations of Gates foundation and ERS or other program logo*
- Re-encoded finished files to ensure compatibility on both mac and pc operating systems*

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide the facilities, arrange catering, and coordinate participant attendance.

3. FEE SCHEDULE:

(Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.)

*The contract total for services to be provided shall not exceed **\$6,500.00** including contractor travel and/or other expenses.*

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

Central Valley Leadership Alliance will provide professional development leadership coaching and consulting services for TCOE throughout the fiscal year 2017-2018 for Central Valley Networked Improvement Communities (CVNIC).

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide the facilities, arrange catering, and coordinate participant attendance.

3. FEE SCHEDULE:

(Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.)

*The contract total for services to be provided shall not exceed **\$6,340.26 including contractor travel and/or other expenses**. Payment will be made within **30 days** of approved invoice.*

*Presenter = \$6,000
Travel reimbursement = \$340.26 (Please exclude travel from tax withholding)
Total payment = \$6,340.26*

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

- **Friday, March 2nd:**
 - 1 hour keynote Speaker
- **Saturday March 3rd:**
 - Engage in grade appropriate 3-act tasks and understand how the implementation of low-entry, high-scalability tasks can be used to reach all students.
 - Explore the use of 3-act tasks as regular practice and identify when these lessons can be used throughout the scope of a unit.
 - Understand how 3-act tasks and problem-based lessons can be used within the instructional framework (opening, work session, close), and the purposeful moves to orchestrate an effective closing session (Rich Task Routine)
 - Identify ways in which problem-based lessons can be used to monitor student growth.
 - Connect 3-Act Tasks to conceptual learning and application, and identify how this approach is instrumental in developing procedural fluency.
 - A specific webpage will be created that will contain resources shared throughout the workshop.

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

- Superintendent will provide the facilities, arrange catering, coordinate participant attendance and provide hotel stay from March 2-4, 2018 at the Cambria Pine Lodge for Graham Fletcher.

3. FEE SCHEDULE:

(Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.)

- The contract total for services to be provided shall not exceed **\$4,800 including contractor travel and/or other expenses**. Payment will be made within **60 days** of approved invoice.

Presenter	= \$4,000
Travel reimbursement	= \$800 (Please exclude travel from tax withholding)
Total payment	= \$4,800

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

Desmos (Michael Fenton) will keynote-adapted from “worksheet to rich task” presentation, tailored partially for 5th grade appropriateness at the CVNIC Retreat at Tenaya Lodge at Yosemite for TCOE on Friday, March 24 through Saturday, March 25, 2017 for Central Valley Networked Improvement Communities (CVNIC).

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide the facilities, arrange catering, coordinate participant attendance and provide hotel stay from March 24-26, 2017 at the Tenaya Lodge at Yosemite for Desmos (Michael Fenton).

3. FEE SCHEDULE:

(Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.)

The contract total for services to be provided shall not exceed **\$2,230.00 including contractor travel and/or other expenses.**

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

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(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide the facilities, arrange catering, coordinate participant attendance and provide hotel stay from March 24-26, 2017 at the Tenaya Lodge at Yosemite for Desmos (Michael Fenton).

3. FEE SCHEDULE:

(Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.)

The contract total for services to be provided shall not exceed **\$2,230.00 including contractor travel and/or other expenses.**

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

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Film Owl Productions will provide the following services:

- Full pre-production plan before filming*
- Detailed questions and info created to interview instructors, staff, and students in the program*
- Up to 5 visits to gather footage for broll*
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- Up to 1,000GB in safely archived footage (for duration of project)*
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2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide the facilities, arrange catering, and coordinate participant attendance.

3. FEE SCHEDULE:

(Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.)

*The contract total for services to be provided shall not exceed **\$6,500.00** including contractor travel and/or other expenses.*

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.



FEE-FOR-SERVICE AGREEMENT

Between
Carnegie Foundation for the Advancement of Teaching
and
Tulare County Office of Education

This Agreement (this "Agreement") is made effective as of July 1, 2018 (the "Effective Date"), by and between Carnegie Foundation for the Advancement of Teaching, a not-for-profit operating foundation with offices located at 51 Vista Lane, Stanford, CA, 94305 ("Carnegie Foundation"), and Tulare County Office of Education with offices located at 7000 Doe Avenue, Visalia, CA 93291 (each a Party, and collectively, "the Parties").

BACKGROUND

Tulare County Office of Education desires for the Carnegie Foundation to provide analytics support for the Central Valley Networked Improvement Communities on the terms and conditions described herein.

AGREEMENT

The Parties hereby agree as follows:

1. Scope of Work

Carnegie Foundation shall perform the work (the "Services") described in Paragraph I of Exhibit A hereto ("Exhibit A", or "Statement of Work") which, with any attachments, is incorporated and made part of this Agreement, provided Organization carries out the responsibilities described in Paragraph I of said Exhibit A.

2. Compensation

For services provided under this Agreement, Tulare County Office of Education will pay Carnegie Foundation the fees set forth in Paragraph III of Exhibit A.

3. Relationship of the Parties

While the Carnegie Foundation is pleased to be working together with Tulare County Office of Education, the Parties are independent contractors with respect to one another. Nothing in

this Agreement creates, forms, or shall be interpreted as creating or forming a joint venture, partnership, or agency relationship between the Parties.

4. Intellectual Property

- (a) Any and all Work Product (as defined below) developed by the Carnegie Foundation or any of its agents, whether or not as part of the Services and provided by Carnegie Foundation to Tulare County Office of Education pursuant to this Agreement shall be and remain the intellectual property of Carnegie Foundation, provided that Tulare County Office of Education shall be free to use or disclose such materials (with appropriate credit to Carnegie Foundation and the other authors thereof) for any non-commercial purpose. For purposes of this Agreement, "Work Product" shall mean all documents, change packages, charters, bibliographies, descriptions of tests of change, instructional materials and sample learning session agendas, correspondence, reports, models, literature, methods, processes, photographs, plans, sketches, specifications, drawings or similar results and embodiments of the Services that may be prepared, conceived, developed, created or obtained by Carnegie Foundation in connection with the Services.
- (b) Any and all materials developed by Tulare County Office of Education and provided by Tulare County Office of Education to Carnegie Foundation shall be and remain the intellectual property of Tulare County Office of Education and Carnegie Foundation may only use and/or rely on such materials in providing services to Tulare County Office of Education within the context of this Agreement
- (c) Without limitation of the foregoing, any such materials jointly developed by Carnegie Foundation Agreement and Tulare County Office of Education in connection with Carnegie Foundation's performance of the Services shall be and remain the joint intellectual property of Carnegie Foundation and Tulare County Office of Education. Such jointly developed materials may be utilized by Carnegie Foundation and Tulare County Office of Education in any way, and without accounting to the other Party, provided that all such jointly developed materials shall clearly indicate such joint authorship including both Carnegie Foundation and Tulare County Office of Education, and any authors or researchers are credited appropriately.

5. Confidentiality

"Confidential Information" shall mean information pertaining to the business, finances, employees, patients, services or technology of either Party which is disclosed or otherwise made available by one Party to the other Party and that is (a) clearly labeled or otherwise identified in writing as confidential, or (b) identified orally as confidential at the time of disclosure with written confirmation within fifteen (15) days thereafter. A Party may decline to receive Confidential Information offered by the other Party. Each Party shall maintain in confidence, and shall use and disclose only as authorized by the other Party, all Confidential Information of which such Party accepts receipt in connection with this Agreement.

Notwithstanding the foregoing, the receiving Party may disclose Confidential Information that (a) is required by law or regulation of any governmental authority or any order of any court, agency or proceeding to be disclosed, provided that the receiving Party shall first notify the disclosing Party of any such requirement and, if legally possible, give the disclosing Party a reasonable time to obtain an injunction or take other action it deems appropriate to prevent such disclosure; (b) is or becomes generally known to the public without breach of any obligation owed to the disclosing Party; (c) becomes publicly available through no fault of the receiving Party; (c) was known to the receiving Party prior to its disclosure by the disclosing Party without breach of any obligation owed to the disclosing Party; or (d) was independently developed by the receiving Party without use or access to the disclosing Party's disclosure.

The terms of this Agreement will be treated as Confidential Information; however, the existence of this Agreement will not be Confidential Information.

6. Non-Exclusive Agreement

This Agreement is a non-exclusive agreement and Carnegie Foundation is free to provide to third parties services similar to the Services under this Agreement.

7. Change of Scope or Change in Dates

Carnegie Foundation will provide the Services as described in Section 1 above. In the event of a change in scope, dates of service or other service delivery details, Carnegie Foundation will work with Tulare County Office of Education to develop a mutually agreed upon change order. Change Orders will be executed as amendments to this Agreement and will include any change in pricing, delivery schedule or terms. For a change in Services or scope of work, each Party's contacts are as follows:

For Carnegie Foundation for the Advancement of Teaching:

Carnegie Foundation for the Advancement of Teaching
51 Vista Lane
Stanford, CA 94305
Attn: Jojo Manai, manai@carnegiefoundation.org

For Tulare County Office of Education:

Tulare County Office of Education
7000 Doe Ave
Visalia, CA 93291
Attn: Shelah Feldstein, shelah.feldstein@tcoe.org

8. Term and Termination

(a) Term. This Agreement shall commence as of the Commencement Date and shall remain in effect through Expiration Date as set forth in Paragraph II of the Statement of Work, unless terminated earlier as provided in Section 8(b) below or extended if and as agreed upon by the Parties in writing (the "Term"). If the Parties do not so extend any Term, then this Agreement will terminate at the end of the then-current Term.

(b) Termination. Either Party may terminate this Agreement for any reason or no reason on sixty (60) days prior written notice to the other Party. In addition, either Party may terminate this Agreement if the other Party materially breaches its obligations hereunder and the breach is not cured within fifteen (15) days after receipt of notice of the breach from the other Party.

(c) Effect of Termination. If this Agreement is terminated prior to the expiration of the then-current Term, within ten (10) days of the date of termination, Tulare County Office of Education shall pay to Carnegie Foundation a pro-rated portion of the consideration due hereunder and all reimbursable expenses accrued through the date of termination. Sections 3, 4, 5, 6, 9, 10, 11, 15, 16, and 17 of this Agreement shall survive termination of this Agreement.

9. Warranties and Disclaimer of Warranties

Carnegie Foundation shall perform the Services in a professional manner consistent with applicable standards in the industry. The foregoing sentence is in lieu of all other warranties, express, implied, or statutory, including the implied warranties of merchantability, fitness for a particular purpose and non infringement. By way of example and not of limitation, the Services and Work Product are provided to Tulare County Office of Education "as is" and Carnegie Foundation does not warrant that such Services or Work Product will be sufficient for Tulare County Office of Education's purposes or suit Tulare County Office of Education's needs.

10. Dispute Resolution and Enforcement

If a dispute arises out of or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation, conducted in the Stanford, California area, before resorting to arbitration, litigation, or other dispute resolution procedure. The Parties shall attempt in good faith to agree upon a mediator. If the dispute cannot be resolved by negotiation or mediation, it shall be determined by binding arbitration. Any and all disputes between or among the Parties relating to any matter under this Agreement that cannot be amicably resolved shall be subject to compulsory arbitration under the commercial arbitration rules of the American Arbitration Association (the "AAA") then in effect. The arbitration shall be conducted in Santa Clara County, California, by one arbitrator agreed upon by the Parties or, in the absence of agreement, appointed by the AAA. The arbitrator shall have authority to grant preliminary or interim relief. Any award by the arbitrator or order providing for preliminary or interim relief shall be enforceable in any court of competent jurisdiction.

11. Indemnification and Limitation of Liability

(a) Each Party shall indemnify and hold the other Party, its directors, officers, agents, and employees, harmless from any and all costs, expenses, liability, loss, claims, fines, penalties or damages arising out of or resulting from: (i) the indemnifying Party's breach of any representation, warranty or obligation of such indemnifying Party set forth in this Agreement or (ii) the negligent or wrongful acts or omissions of the indemnifying Party, its agents or employees in connection with this Agreement.

(b) Except as required to fulfill a Party's obligations of indemnification under this Agreement, neither Party shall be liable to the other Party for any special, consequential, incidental, or indirect damages (including lost profits) arising out of a Party's performance or non-performance pursuant to this Agreement. The exclusion and limitation of liability set forth in this Section 11(b) shall not apply to: (i) damage to real or tangible personal property resulting from a Party's negligent acts or omissions or (ii) damages or other liabilities arising out of or relating to a Party's gross negligence, willful misconduct or intentional acts.

(c) In no event shall Carnegie Foundation's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid or payable to Carnegie Foundation pursuant to this Agreement.

12. Compliance with Laws

Each Party agrees that it will comply in all material respects with all applicable federal and state laws, regulations, rules or orders in performing its obligations under this Agreement.

13. Anti-Corruption Compliance

The Parties shall conduct themselves in an ethical, lawful, business like and professional manner in performance of this Agreement and shall comply with all applicable laws, regulations and directives that may apply to them in the United States or elsewhere. Each Party shall reasonably assist the other Party to assure such compliance at all times during the Term of this Agreement. Without limiting the foregoing and for avoidance of doubt, Carnegie Foundation shall obey all applicable laws or regulations in U.S. Foreign Corrupt Practices Act ("FCPA") (15 USC §§ 78dd-1, et seq.) and any similar anti-bribery provisions or regulations. In performing its obligations under this Agreement, Tulare County Office of Education, its officers, directors, employees and agents shall not give or offer to give any payment or other thing of value, in violation of the FCPA, to: (i) any official or employee of any government or political party; (ii) any entity in which such official or employee has an interest; (iii) any person acting on behalf of such official or employee; (iv) any family member of such an official or employee; or (v) any government or state-owned enterprise (regardless of whether such ownership is by a national, provincial, local or other government authority or entity). Tulare County Office of Education shall keep accurate books and records of all business transactions, which shall include sufficient detail to make the nature of each transaction transparent, and shall implement and maintain

internal accounting controls based on sound accounting principles to ensure compliance therewith. Tulare County Office of Education's failure to adhere to the requirements of this Section 13 shall be grounds for Carnegie Foundation to terminate this Agreement for material breach.

14. Assignment

Neither Party may assign all or any part of its rights or obligations hereunder without the prior written consent of the other Party.

15. Severability

Each clause of this Agreement is a distinct and severable clause, and if any clause is deemed illegal, void or unenforceable, the validity, legality or enforceability of any other clause or portion of this Agreement will not be affected thereby.

16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the state of California without regard to choice or conflict of law provisions that would cause the application of the domestic substantive laws of any other jurisdiction. Any dispute or controversy that is not resolved pursuant to Section 10 above shall be resolved by the courts in California, and the Parties expressly agree to the jurisdiction of those courts.

17. Entire Agreement; Amendment

This Agreement, including all schedules and attachments attached hereto, constitutes the entire understanding between the Parties, and supersedes and replaces all prior and contemporaneous agreements, understandings, writings and discussions between the Parties, with respect to the subject matter of this Agreement. The terms of this Agreement can be modified only by a writing signed by both Parties.


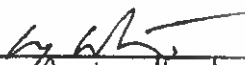
18. Notices

All notices, consents, approvals and other similar communications hereunder ("Notices") shall be in writing only and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or sent by recognized overnight delivery service (e.g., Federal Express or UPS), or email or fax (with confirmation of receipt), addressed to the Parties at the address set forth in Section 7 above or such other address as either Party may hereafter designate as its notice address.

All Notices shall be deemed given on the date deposited in the U.S. mail as hereinabove required or deposited with the overnight delivery service; provided, however, the time period for which a response to any such Notice shall commence to run from the date of actual receipt thereof as reflected by the receipt therefore, it being agreed that refusal or inability to deliver

because of a change of address of which no Notice was given shall constitute delivery as of the date such delivery was attempted.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the Effective Date, in one or more counterpart copies, each of which shall be deemed to be an original for all purposes.

CARNEGIE FOUNDATION FOR THE ADVANCEMENT OF TEACHING	TULARE COUNTY OFFICE OF EDUCATION
By: 	By: 
Name: <u>Paul LeMahieu</u>	Name: <u>Craig Wheaton</u>
Title: <u>Senior Vice President</u>	Title: <u>Deputy Superintendent</u>
Date: <u>9/7/18</u>	Date: <u>SEP 07 2018</u>

**Exhibit A
STATEMENT OF WORK**

Tulare County Office of Education
Attn: Shelah Feldstein
Shelah.Feldstein@tcoe.org

I. Description of the Work

a. Services provided by Carnegie Foundation:

- Coach and advise network on data processes and analytics
 - Hold monthly coaching calls with analytics lead at hub
 - Provide coaching and support, as needed, via email, phone and Zoom to analytics lead at hub

- Outcomes data for variation in performance
 - Merge CAASPP data with existing 2017-2018 practical measurement data
 - Clean data and document all processes
 - Analyze outcomes data
 - Share code and products with hub
 - Maintain working relationship with analytics lead in hub

b. Deliverables

- Data set with merged CAASPP, student practical measures survey, and formative check in data
- Copies of all R code and related Excel files
- Results of the analysis of outcomes data for variation in performance (format to be determined by CVNIC and Carnegie staff)

II. Term

Commencement Date: **July 1, 2018**

Expiration Date: **June 30, 2019**, unless extended or sooner terminated in accordance with Article 8 of this Agreement.

III. Fee and Reimbursement of Expenses

It is understood that this agreement is a fee-for-service arrangement. In consideration of the performance of the services described in section I above, Tulare County Office of Education shall pay Carnegie Foundation upon completion of deliverables (for a total not to exceed **\$18,000**). Payment shall be made to Carnegie Foundation on the following schedule, within 15 days of receipt of invoice:

October 1, 2018 - \$4,500

January 1, 2019 - \$4,500

April 1, 2019 - \$4,500

June 30, 2019 - \$4,500

All payments shall be made by check payable to "Carnegie Foundation for the Advancement of Teaching".

Carnegie Foundation will send invoices for payment to Tulare County Office of Education by email or mail to:

Address: 7000 Doe Ave, Visalia, CA 93291

E-mail: Shelah.Feldstein@tcoe.org

Attention: Shelah Feldstein

IV. Organization Contact

Except as otherwise provided in the Agreement, Carnegie Foundation will coordinate work efforts with and report progress regularly to Shelah Feldstein



Paul LeMahieu, Vice President
For Carnegie Foundation for the Advancement of Teaching



for Tulare County Office of Education

EXHIBIT B: DATA SHARING PROVISIONS

Tulare County Office of Education

DATA TRANSMISSION, PROCESSING AND STORAGE PROVISIONS

The Carnegie Foundation for the Advancement of Teaching (henceforth "Carnegie") follows policies and procedures for the security and protection of the confidentiality of data that are based on those of the U.S. Department of Education National Center for Education Statistics. The following steps will be taken to secure all data in Carnegie's possession and to assure confidentiality of individual student data received from each institution that participates in our projects

I. Confidentiality Agreement

All Carnegie employees or consultants who will have access to student level data must first sign a Confidentiality Agreement (example attached hereto as Attachment 1). This agreement includes the confidentiality standards used by the U.S. Department of Education. The confidentiality agreements will be kept by Carnegie The Tulare County Office of Education or member districts may request copies of the signed agreements at any time. It is understood that Carnegie will, at the direction of Tulare County Office of Education, share selected data products with Digital Promise to enable their fulfillment of a separate agreement executed between Digital Promise and Tulare County Office of Education.

II. Data Transmission and Data Processing

Data transmission process includes the following steps:

- 1) Tulare County Office of Education or its designees will submit any data files containing personally identifiable information (PII) to Carnegie via secure socket layer (SSL) requiring a password protected portal to gain access and upload data in the most secure manner available
- 2) Each individual who provides data will have a separate account on that server with a password that changes regularly
- 3) Only authorized staff members and consultants who have signed the confidentiality agreements have access to the secure server

When student-level data with PII are being used, the only computer processing the data will be a computer located in a secured room. This secured data computer cannot be accessed via the internet. It can be accessed only by

- 1) Local login via a keyboard in the secure room by pre-approved users with a username and password that are created in the local computer, and
- 2) Secure VPN tunneling over the local Carnegie Network via pre-approved (using IP addresses) fully-encrypted client computers with username and password that are known to the computer.

III. Data Storage, Usage, and Backup

The secure room that houses the computer with PII data is only accessible by authorized personnel. The secure data computer has a RAID (redundant array of disks) disk subsystem that uses disk mirroring so that data written to one physical disk is simultaneously written to another physical disk thereby providing complete data redundancy.

All confidential media including CDs, DVD, External Hard Disks, and USB (flash) Drives will be kept secured in a data safe in the secure room. The safe is accessible only to authorized personnel via a keypad.

All the analyses that use personally identifiable student-level data will only be executed on the computer in the secure room. The analytic files constructed at Carnegie (containing no PII records) will be made available to individuals who have signed confidentiality agreements (be they authorized staff members or consultants) and to Tulare County Office of Education. The data will always be secured from unauthorized access.

Data files prepared for analysis will reside only on computers that are password protected both at boot-up and by screensaver. Passwords will be changed frequently – at a minimum, every six months.

Printed copies of the information containing individually identifiable information will be securely stored to prevent unauthorized access. They will be placed in the secure room when not in use and only necessary copies will be made.

Databases that contain PII data on the secured computer will be backed up and stored as follows:

- 1) Daily - saving an exported copy on the same computer
- 2) Weekly - saving an exported copy onto an external Hard Disk that is stored in the safe deposit box mentioned above
- 3) Biweekly – storing an encrypted external hard disk containing the exported copy of the database in a locked container sent by secure courier to an offsite secure data storage company (e.g. Iron Mountain)

IV. Data Reports

No report that contains fewer than five cases in any table cell will be published. This assures that no reader could impute the identity of an individual respondent.

V. Publications

Except by agreement with the Tulare County Office of Education or member districts, as appropriate, Carnegie shall produce no publications identifying Tulare County Office of Education or any of its member districts by name or in any way that permits the identity of Tulare County Office of Education or its member districts to be imputed from the analyses. Carnegie Foundation will provide Tulare County Office of Education with an advance copy of any written documents or online publications prior to publishing and provide sufficient time for Tulare County Office of

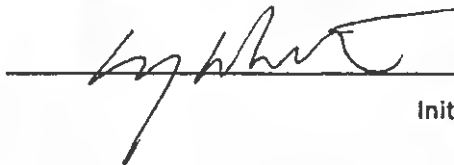
Education to provide comments for consideration by Carnegie for accommodation in the final product.

VI. Policy Updates and Distribution

The Carnegie Foundation for the Advancement of Teaching will follow the procedures at least as strict as the ones set out above. This Policy Document will be updated as needed and each Institution will receive copies of all updates in data privacy and security procedures.



Initialed/Signed for Carnegie Foundation by Paul L. Lippert, Secretary Vice President



Initialed/Signed for the Institution

Attachment 1

Confidentiality Agreement for Carnegie Staff and Partners

In consideration of my continuing employment or ongoing research partnership with The Carnegie Foundation for the Advancement of Teaching ("Carnegie") and of being permitted access to the Tulare County Office of Education data, I, Craig Wheat, agree as follows:

1. I acknowledge that the individual data items in the Tulare County Office of Education data at Carnegie (the "data set") are secret and confidential information ("Confidential Information") and agree to maintain them in the strictest secrecy and not to disclose them except to Carnegie as provided herein.
2. I acknowledge that I have no rights, title or interest in or to the Confidential Information and no right to access the Confidential Information except for the purposes of an assignment from Carnegie.
3. I agree to use the Confidential Information solely for the maintenance and enhancement of the data set in accordance with my assignment from Carnegie. By way of examples and not limitation,
 - a. I will not reveal or make any use of the identity of any individual that may inadvertently be revealed or discoverable from the Confidential Information, but will notify Carnegie of any case where an individual's identity may be so revealed or discoverable; and
 - b. I will not use the Confidential Information for subsequent analyses, reporting and publication, but shall use only non confidential aggregated information made available to scholars or to the public for such purposes.

I will follow Carnegie procedures for maintaining the confidentiality of the Confidential Information, including but not limited to:

- a. Maintaining all records of the Confidential Information (including information maintained in printed form as well as stored on electronic media and devices) in appropriately locked and secured venues;
- b. Sharing any records of the Confidential Information only with other employees or consultants of Carnegie who have signed agreements with Carnegie similar to this one, and then only for the purposes of my Carnegie assignment;
- c. Making no copies of Confidential Information except for the purposes of my assignment, keeping any such copies with the same care and confidentiality as the records from which they were copied, and keeping a log for Carnegie of the making of any such copies; and
- d. Destroying all such copies of Confidential Information I may need to make for the purposes of my Carnegie assignment as soon as I no longer need them for purposes of the assignment or immediately upon request to do so by Carnegie, whichever occurs first, and entering the date of destruction or return in the log.

Agreed to, with the intention to be legally bound, this 7 day of September, 2018:

Craig Wheat
 Name, Title
Deputy Superintendent
Tulare County Office of Education



Carnegie Foundation
for the Advancement of Teaching

51 Vista Lane
Stanford, CA 94305
650-566-5100

AGREEMENT

Between

**Carnegie Foundation for the Advancement of Teaching
and
Tulare County Office of Education**

This Agreement (this "Agreement") is made effective as of July 1, 2017 (the "Effective Date"), by and between Carnegie Foundation for the Advancement of Teaching, a not-for-profit operating foundation, with a place of business at 51 Vista Lane, Stanford, California, 94305 ("Carnegie Foundation"), and Tulare County Office of Education with a place of business at 7000 Doe Avenue, Visalia, California 93291 (each a Party, and collectively, "the Parties").

BACKGROUND

Tulare County Office of Education desires for the Carnegie Foundation to provide analytics support for the Central Valley Networked Improvement Communities on the terms and conditions described herein.

AGREEMENT

The Parties hereby agree as follows:

1. Scope of Work

Carnegie Foundation shall perform the work (the "Services") described in Paragraph I of Exhibit A hereto ("Exhibit A", or "Statement of Work") which, with any attachments, is incorporated and made part of this Agreement, provided Organization carries out the responsibilities described in Paragraph I of said Exhibit A.

2. Compensation

For services provided under this Agreement, Tulare County Office of Education will pay Carnegie Foundation the fees set forth in Paragraph III of Exhibit A.

3. Relationship of the Parties

While the Carnegie Foundation is pleased to be working together with Tulare County Office of Education, the Parties are independent contractors with respect to one another. Nothing in this Agreement creates, forms, or shall be interpreted as creating or forming a joint venture, partnership, or agency relationship between the Parties.

4. Intellectual Property

- (a) Any and all Work Product (as defined below) developed by the Carnegie Foundation or any of its agents, whether or not as part of the Services and provided by Carnegie Foundation to Tulare County Office of Education pursuant to this Agreement shall be and remain the intellectual property of Carnegie Foundation, provided that Tulare County Office of Education shall be free to use or disclose such materials (with appropriate credit to Carnegie Foundation and the other authors thereof) for any non-commercial purpose. For purposes of this Agreement, "Work Product" shall mean all documents, change packages, charters, bibliographies, descriptions of tests of change, instructional materials and sample learning session agendas, correspondence, reports, models, literature, methods, processes, photographs, plans, sketches, specifications, drawings or similar results and embodiments of the Services that may be prepared, conceived, developed, created or obtained by Carnegie Foundation in connection with the Services.
- (b) Any and all materials developed by Tulare County Office of Education and provided by Tulare County Office of Education to Carnegie Foundation shall be and remain the intellectual property of Tulare County Office of Education and Carnegie Foundation may only use and/or rely on such materials in providing services to Tulare County Office of Education within the context of this Agreement.
- (c) Without limitation of the foregoing, any such materials jointly developed by Carnegie Foundation Agreement and Tulare County Office of Education in connection with Carnegie Foundation's performance of the Services shall be and remain the joint intellectual property of Carnegie Foundation and Tulare County Office of Education. Such jointly developed materials may be utilized by Carnegie Foundation and Tulare County Office of Education in any way, and without accounting to the other Party, provided that all such jointly developed materials shall clearly indicate such joint authorship, including both Carnegie Foundation and Tulare County Office of Education, and any authors or researchers are credited appropriately.

5. Confidentiality

"Confidential Information" shall mean information pertaining to the business, finances, employees, patients, services or technology of either Party which is disclosed or otherwise made available by one Party to the other Party and that is (a) clearly labeled or otherwise identified in writing as confidential, or (b) identified orally as confidential at the time of disclosure with written confirmation within fifteen (15) days thereafter. A Party may decline to receive Confidential Information offered by the other Party. Each Party shall maintain in confidence, and shall use and disclose only as authorized by the other Party, all Confidential Information of which such Party accepts receipt in connection with this Agreement. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information that (a) is required by law or regulation of any governmental authority or any order of any court, agency or proceeding to be disclosed, provided that the receiving Party shall first notify the disclosing Party of any such requirement and, if legally possible, give the disclosing Party a reasonable time to obtain an injunction or take other action it deems appropriate to prevent such disclosure; (b) is or becomes generally known to the public without breach of any obligation owed to the disclosing Party; (c) becomes publicly available through no fault of the receiving Party; (c) was known to the receiving Party prior to its disclosure by the disclosing Party without breach of any obligation owed to the disclosing Party; or (d) was independently developed by the receiving Party without use or access to the disclosing Party's disclosure.

The terms of this Agreement will be treated as Confidential Information; however, the existence of this Agreement will not be Confidential Information.

6. Non-Exclusive Agreement

This Agreement is a non-exclusive agreement and Carnegie Foundation is free to provide to third parties services similar to the Services under this Agreement.

7. Change of Scope or Change in Dates

Carnegie Foundation will provide the Services as described in Section 1 above. In the event of a change in scope, dates of service or other service delivery details, Carnegie Foundation will work with Tulare County Office of Education to develop a mutually agreed upon change order. Change Orders will be executed as amendments to this Agreement and will include any change in pricing, delivery schedule or terms. For a change in Services or scope of work, each Party's contacts are as follows:

For Carnegie Foundation for the Advancement of Teaching:

Carnegie Foundation for the Advancement of Teaching
51 Vista Lane
Stanford, CA 94305
Attn: Jojo Manai, manai@carnegiefoundation.org

For Tulare County Office of Education:

Tulare County Office of Education
7000 Doe Ave
Visalia, CA 93291
Attn: Shelah Feldstein, shelah.feldstein@tcoe.org

8. Term and Termination

(a) **Term.** This Agreement shall commence as of the Commencement Date and shall remain in effect through Expiration Date as set forth in Paragraph II of the Statement of Work, unless terminated earlier as provided in Section 8(b) below or extended if and as agreed upon by the Parties in writing (the "Term"). If the Parties do not so extend any Term, then this Agreement will terminate at the end of the then-current Term.

(b) **Termination.** Either Party may terminate this Agreement for any reason or no reason on sixty (60) days prior written notice to the other Party. In addition, either Party may terminate this Agreement if the other Party materially breaches its obligations hereunder and the breach is not cured within fifteen (15) days after receipt of notice of the breach from the other Party.

(c) **Effect of Termination.** If this Agreement is terminated prior to the expiration of the then-current Term, within ten (10) days of the date of termination, Tulare County Office of Education shall pay to Carnegie Foundation a pro-rated portion of the consideration due hereunder and all reimbursable expenses accrued through the date of termination. Sections 3, 4, 5, 6, 9, 10, 11, 15, 16, and 17 of this Agreement shall survive termination of this Agreement.

9. Warranties and Disclaimer of Warranties

Carnegie Foundation shall perform the Services in a professional manner consistent with applicable standards in the industry. The foregoing sentence is in lieu of all other warranties, express, implied, or statutory, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. By way of example and not of limitation, the Services and Work Product are provided to

Tulare County Office of Education "as is" and Carnegie Foundation does not warrant that such Services or Work Product will be sufficient for Tulare County Office of Education's purposes or suit Tulare County Office of Education's needs.

10. Dispute Resolution and Enforcement

If a dispute arises out of or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation, conducted in the Stanford, California area, before resorting to arbitration, litigation, or other dispute resolution procedure. The Parties shall attempt in good faith to agree upon a mediator. If the dispute cannot be resolved by negotiation or mediation, it shall be determined by binding arbitration. Any and all disputes between or among the Parties relating to any matter under this Agreement that cannot be amicably resolved shall be subject to compulsory arbitration under the commercial arbitration rules of the American Arbitration Association (the "AAA") then in effect. The arbitration shall be conducted in Santa Clara County, California, by one arbitrator agreed upon by the Parties or, in the absence of agreement, appointed by the AAA. The arbitrator shall have authority to grant preliminary or interim relief. Any award by the arbitrator or order providing for preliminary or interim relief shall be enforceable in any court of competent jurisdiction.

11. Indemnification and Limitation of Liability

(a) Each Party shall indemnify and hold the other Party, its directors, officers, agents, and employees, harmless from any and all costs, expenses, liability, loss, claims, fines, penalties or damages arising out of or resulting from: (i) the indemnifying Party's breach of any representation, warranty or obligation of such indemnifying Party set forth in this Agreement or (ii) the negligent or wrongful acts or omissions of the indemnifying Party, its agents or employees in connection with this Agreement.

(b) Except as required to fulfill a Party's obligations of indemnification under this Agreement, neither Party shall be liable to the other Party for any special, consequential, incidental, or indirect damages (including lost profits) arising out of a Party's performance or non-performance pursuant to this Agreement. The exclusion and limitation of liability set forth in this Section 11(b) shall not apply to: (i) damage to real or tangible personal property resulting from a Party's negligent acts or omissions or (ii) damages or other liabilities arising out of or relating to a Party's gross negligence, willful misconduct or intentional acts.

(c) In no event shall Carnegie Foundation's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid or payable to Carnegie Foundation pursuant to this Agreement.

12. Compliance with Laws

Each Party agrees that it will comply in all material respects with all applicable federal and state laws, regulations, rules or orders in performing its obligations under this Agreement.

13. Anti-Corruption Compliance

The Parties shall conduct themselves in an ethical, lawful, business like and professional manner in performance of this Agreement and shall comply with all applicable laws, regulations and directives that may apply to them in the United States or elsewhere. Each Party shall reasonably assist the other Party to assure such compliance at all times during the Term of this Agreement. Without limiting the

foregoing and for avoidance of doubt, Carnegie Foundation shall obey all applicable laws or regulations in U.S. Foreign Corrupt Practices Act ("FCPA") (15 USC §§ 78dd-1, et seq) and any similar anti-bribery provisions or regulations. In performing its obligations under this Agreement, Tulare County Office of Education, its officers, directors, employees and agents shall not give or offer to give any payment or other thing of value, in violation of the FCPA, to: (i) any official or employee of any government or political party; (ii) any entity in which such official or employee has an interest; (iii) any person acting on behalf of such official or employee; (iv) any family member of such an official or employee; or (v) any government or state-owned enterprise (regardless of whether such ownership is by a national, provincial, local or other government authority or entity). Tulare County Office of Education shall keep accurate books and records of all business transactions, which shall include sufficient detail to make the nature of each transaction transparent, and shall implement and maintain internal accounting controls based on sound accounting principles to ensure compliance therewith. Tulare County Office of Education's failure to adhere to the requirements of this Section 13 shall be grounds for Carnegie Foundation to terminate this Agreement for material breach.

14. Assignment

Neither Party may assign all or any part of its rights or obligations hereunder without the prior written consent of the other Party.

15. Severability

Each clause of this Agreement is a distinct and severable clause, and if any clause is deemed illegal, void or unenforceable, the validity, legality or enforceability of any other clause or portion of this Agreement will not be affected thereby.

16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the state of California without regard to choice or conflict of law provisions that would cause the application of the domestic substantive laws of any other jurisdiction. Any dispute or controversy that is not resolved pursuant to Section 10 above shall be resolved by the courts in California, and the Parties expressly agree to the jurisdiction of those courts.

17. Entire Agreement; Amendment

This Agreement, including all schedules and attachments attached hereto, constitutes the entire understanding between the Parties, and supersedes and replaces all prior and contemporaneous agreements, understandings, writings and discussions between the Parties, with respect to the subject matter of this Agreement. The terms of this Agreement can be modified only by a writing signed by both Parties.

18. Notices

All notices, consents, approvals and other similar communications hereunder ("Notices") shall be in writing only and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or sent by recognized overnight delivery service (e.g., Federal Express or UPS), or email or fax (with confirmation of receipt), addressed to the Parties at the address set forth in Section 7 above or such other address as either Party may hereafter designate as its notice address.

All Notices shall be deemed given on the date deposited in the U.S. mail as hereinabove required or deposited with the overnight delivery service; provided, however, the time period for which a response to any such Notice shall commence to run from the date of actual receipt thereof as reflected by the receipt therefore, it being agreed that refusal or inability to deliver because of a change of address of which no Notice was given shall constitute delivery as of the date such delivery was attempted.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the Effective Date, in one or more counterpart copies, each of which shall be deemed to be an original for all purposes.



CARNEGIE FOUNDATION FOR THE ADVANCEMENT OF TEACHING	TULARE COUNTY OFFICE OF EDUCATION
By: <u></u>	By: <u></u>
Name: <u>Paul LeMahieu</u>	Name: <u>Craig Wheaton</u>
Title: <u>Senior Vice President</u>	Title: <u>Deputy Superintendent</u>
Date: <u>7/7/17</u>	Date: <u>OCT 12 2017</u>

Exhibit A

STATEMENT OF WORK
Tulare County Office of Education
Attn: Shelah Feldstein
Shelah.Feldstein@tcoe.org

I. Description of the Work

Services provided by Carnegie Foundation:

- Analyze and develop common network data
 - Analysis of math performance outcome data
 - Continued development/refinement of the mindset survey
 - Advise on the development of additional measures, as needed
 - Initial predictive analysis of the existing measurement system
- Build skills of CV NIC hub data team to use measurement for improvement
 - Advise on the creation and enactment of network routines to collect, analyze, visualize, and share network data
 - Participate in monthly network data team meetings
 - Attend and provide support in network meetings and site visits, as necessary

This description of work represents the following staffing estimates by quarter:

- Quarter 1: 0.3 FTE
- Quarter 2: 0.3 FTE
- Quarter 3: 0.15 FTE
- Quarter 4: 0.15 FTE

II. Term

Commencement Date: **July 1, 2017**

Expiration Date: **June 30, 2018**, unless extended or sooner terminated in accordance with Article 8 of this Agreement.

III. Fee and Reimbursement of Expenses

In consideration of the performance of the services described in section I above, Tulare County Office of Education shall pay Carnegie Foundation upon completion of deliverables, a total of **\$50,000**. Payment shall be made on the following schedule, within 15 days of receipt of invoice:

October 1, 2017 - \$16,700
January 1, 2018 - \$16,700
April 1, 2018 - \$8,300
June 30, 2018 - \$8,300

All payments shall be made by check, payable to: "Carnegie Foundation for the Advancement of Teaching"

Carnegie Foundation will send invoices to Tulare County Office of Education by email or mail to:

Address: 7000 Doe Ave, Visalia, CA 93291

E-mail: Shelah.Feldstein@tcoe.org

Attention: Shelah Feldstein

IV. Organization Contact

Except as otherwise provided in the Agreement, Carnegie Foundation will coordinate work efforts with and report progress regularly to Shelah Feldstein.



Initials

Paul LeMahieu, Senior Vice President
For Carnegie Foundation for the Advancement of Teaching



Initials

for Tulare County Office of Education

Attachment 1

Confidentiality Agreement for Carnegie Staff and Partners

In consideration of my continuing employment or ongoing research partnership with The Carnegie Foundation for the Advancement of Teaching ("Carnegie") and of being permitted access to the Tulare County Office of Education data, I, PW NORMAN, agree as follows:

1. I acknowledge that the individual data items in the Tulare County Office of Education data at Carnegie (the "data set") are secret and confidential information ("Confidential Information") and agree to maintain them in the strictest secrecy and not to disclose them except to Carnegie as provided herein.
2. I acknowledge that I have no rights, title or interest in or to the Confidential Information and no right to access the Confidential Information except for the purposes of an assignment from Carnegie.
3. I agree to use the Confidential Information solely for the maintenance and enhancement of the data set in accordance with my assignment from Carnegie. By way of examples and not limitation,
 - a. I will not reveal or make any use of the identity of any individual that may inadvertently be revealed or discoverable from the Confidential Information, but will notify Carnegie of any case where an individual's identity may be so revealed or discoverable; and
 - b. I will not use the Confidential Information for subsequent analyses, reporting and publication, but shall use only non-confidential aggregated information made available to scholars or to the public for such purposes.

I will follow Carnegie procedures for maintaining the confidentiality of the Confidential Information, including but not limited to:

- a. Maintaining all records of the Confidential Information (including information maintained in printed form as well as stored on electronic media and devices) in appropriately locked and secured venues;
- b. Sharing any records of the Confidential Information only with other employees or consultants of Carnegie who have signed agreements with Carnegie similar to this one, and then only for the purposes of my Carnegie assignment;
- c. Making no copies of Confidential Information except for the purposes of my assignment, keeping any such copies with the same care and confidentiality as the records from which they were copied, and keeping a log for Carnegie of the making of any such copies; and
- d. Destroying all such copies of Confidential Information I may need to make for the purposes of my Carnegie assignment as soon as I no longer need them for purposes of the assignment or immediately upon request to do so by Carnegie, whichever occurs first, and entering the date of destruction or return in the log.

Agreed to, with the intention to be legally bound, this 15 day of Sept, 2017:

PW Norman Associates, Analyst
Name, Title

EXHIBIT B: DATA SHARING PROVISIONS

Tulare County Office of Education

DATA TRANSMISSION, PROCESSING AND STORAGE PROVISIONS

The Carnegie Foundation for the Advancement of Teaching (henceforth "Carnegie") follows policies and procedures for the security and protection of the confidentiality of data that are based on those of the U.S. Department of Education National Center for Education Statistics. The following steps will be taken to secure all data in Carnegie's possession and to assure confidentiality of individual student data received from each institution that participates in our projects.

I. Confidentiality Agreement

All Carnegie employees or consultants who will have access to student-level data must first sign a Confidentiality Agreement (example attached hereto as Attachment 1). This agreement includes the confidentiality standards used by the U.S. Department of Education. The confidentiality agreements will be kept by Carnegie. The Tulare County Office of Education or member districts may request copies of the signed agreements at any time.

II. Data Transmission and Data Processing

Data transmission process includes the following steps:

- 1) Tulare County Office of Education or its designees will submit any data files containing personally identifiable information (PII) to Carnegie via secure socket layer (SSL) requiring a password protected portal to gain access and upload data in the most secure manner available
- 2) Each individual who provides data will have a separate account on that server with a password that changes regularly
- 3) Only authorized staff members and consultants who have signed the confidentiality agreements have access to the secure server

When student-level data with PII are being used, the only computer processing the data will be a computer located in a secured room. This secured data computer cannot be accessed via the internet. It can be accessed only by

- 1) Local login via a keyboard in the secure room by pre-approved users with a username and password that are created in the local computer, and
- 2) Secure VPN tunneling over the local Carnegie Network via pre-approved (using IP addresses) fully-encrypted client computers with username and password that are known to the computer.

III. Data Storage, Usage, and Backup

The secure room that houses the computer with PII data is only accessible by authorized personnel. The secure data computer has a RAID (redundant array of disks) disk subsystem that uses disk mirroring so that data written to one physical disk is simultaneously written to another physical disk thereby providing complete data redundancy.

All confidential media including CDs, DVD, External Hard Disks, and USB (flash) Drives will be kept secured in a data safe in the secure room. The safe is accessible only to authorized personnel via a keypad.

All the analyses that use personally identifiable student-level data will only be executed on the computer in the secure room. The analytic files constructed at Carnegie (containing no PII records) will be made available to individuals who have signed confidentiality agreements (be they authorized staff members or consultants) and to Tulare County Office of Education. The data will always be secured from unauthorized access.

Data files prepared for analysis will reside only on computers that are password protected both at boot-up and by screensaver. Passwords will be changed frequently – at a minimum, every six months.

Printed copies of the information containing individually identifiable information will be securely stored to prevent unauthorized access. They will be placed in the secure room when not in use and only necessary copies will be made.

Databases that contain PII data on the secured computer will be backed up and stored as follows:

- 1) Daily - saving an exported copy on the same computer
- 2) Weekly - saving an exported copy onto an external Hard Disk that is stored in the safe deposit box mentioned above
- 3) Biweekly – storing an encrypted external hard disk containing the exported copy of the database in a locked container sent by secure courier to an offsite secure data storage company (e.g. Iron Mountain).

IV. Data Reports

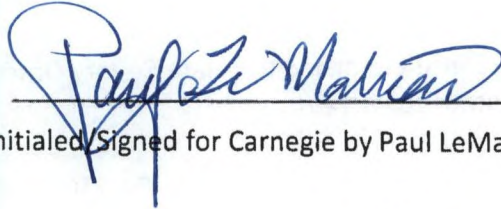
No report that contains fewer than five cases in any table cell will be published. This assures that no reader could impute the identity of an individual respondent.

V. Publications

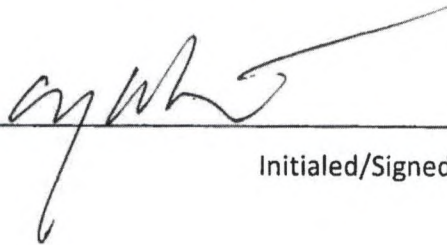
Except by agreement with the Tulare County Office of Education or member districts, as appropriate, Carnegie shall produce no publications identifying Tulare County Office of Education or any of its member districts by name or in any way that permits the identity of Tulare County Office of Education or its member districts to be imputed from the analyses. Carnegie Foundation will provide Tulare County Office of Education with an advance copy of any written documents or online publications prior to publishing and provide sufficient time for Tulare County Office of Education to provide comments for consideration by Carnegie for accommodation in the final product.

VI. Policy Updates and Distribution

The Carnegie Foundation for the Advancement of Teaching will follow the procedures at least as strict as the ones set out above. This Policy Document will be updated as needed and each institution will receive copies of all updates in data privacy and security procedures.



Initialed/Signed for Carnegie by Paul LeMahieu, its Senior Vice President



Initialed/Signed for the Institution

TOOE CONTRACT #:

180137

Vendor # 07580

Requisition # 000101

PO # 180085

DD 4/27



REVISED 5-10-17

Rooms Agreement
2905 Burton Drive, Cambria, CA 93428
Ph: 805.924.3363 Fx: 805.927.1610

Company Name: Tulare County Office of Education	Date: 5/2/17
CPL Folio #: 619061	Sales Person: Teri O'Rourke
Group Name: C.V. Networked Improvement Community	Market Segment: Education
Contact: Caroline Koontz	Phone: 559.651.0548
Address: 7000 Doe Avenue, Suite A	Fax:
Visalia, CA 93291	Email: Caroline.koontz@tcoe.org

Room Block Information

Arrival Date: Friday March 2, 2018 **Departure Date:** Sunday March 4, 2018

2018	Fri 3/2	Sat 3/3	Sun 3/4
Hotel Rooms	85	35	Depart

All rooms at Cambria Pines Lodge are designated non-smoking. A fee of \$250.00 will apply for any group room in which this policy is violated. Hotel check-in time is after 3pm on the day of arrival. Check-out time is 11am on the day of departure.

Discounted Room Rate Information

Room types	Rate per night
Standard rooms <i>(range)</i>	\$125-\$134
Superior Cottages & Small Suites	\$170
Large Suites <i>(can sleep six)</i>	\$224
Deluxe Cottages <i>(with and without spa tub)</i>	\$251-\$260

- Room types are based on availability.
- All rates are subject to the prevailing city and state taxes, currently at 12%.
- All quoted rates are based upon existing bedding. Rollaway beds are not available.
- We are happy to offer up group discounted room rates for any extended stays
- Attendees will be responsible for paying for any extra nights except for staff members specifically listed on the room list. We will revisit the room list early December to determine if more or less rooms are needed.

Reservation Method: Room List **Cut-off Date:** February 2, 2018

Room list should be emailed to Teri O'Rourke terio@moonstonehotels.com on or before 30 days from arrival date.

FOR YOUR RECORDS

Event Agenda

Day	2018 Date	Start Time	End Time	Function	Room	# ppl	Room Rental
Fri	3/2	3pm	11pm	Group Check-in	Front Desk	80	---
Fri	3/2	5pm	9pm	Appetizers/Speaker Dinner	Peacock A	80	\$600
Sat	3/3	730am	830am	Breakfast/Meeting	Peacock A	80	---
Sat	3/3	7am	11am	Group Check-out	Express	40	---
Sat	3/3	845am	Noon	Breakout w/snacks	Peacock A or A/B	80	---
Sat	3/3	1215pm	1pm	Box Lunch/Meeting	Peacock A	80	---
Sun	3/4	730am	11am	Breakfast Buffet	Restaurant	40	---
Sun	3/4	7am	11am	Individual Check-out	Front Desk	40	---

Times and counts are a guess. Specific meeting room names are subject to change. Menus and meeting space will be outlined on the banquet event order. Calliandra Rodriguez-Wind, Catering Manager 805-924-3353, calliw@moonstonehotels.com will contact you in order to coordinate all menu and set-up details for your event. Complimentary coffee/tea/water service will be provided with deeply discounted space rental fee. Space rental fee will also include break-outs.

Payment Information

Charges to Master: room, tax, meals
Individuals Pay: Incidentals

Method of Payment: Deposit + Direct 30

- Non-refundable \$600 space rental required to hold meeting space
- 60 days prior to arrival (or Jan 2 2018) deposit 50% of estimated hotel rooms (approximately \$9870).
- Remaining balance due on or before 30 days after departure

Cancellation Policy

The following cancellation penalties will apply:

- Within 60 – 31 days prior to arrival: a fee equal to 50% of all estimated guest room and banquet charges will be assessed.
- Within 30 days of arrival: a fee equal to 100% of all estimated guest room and banquet charges will be assessed.
- Individual room cancellations will be accepted up to 72 hours before arrival.

Contract Terms

To guarantee rates quoted, the availability of sleeping rooms requested, and all other terms, this contract must be signed and returned by **June 15, 2017** or Cambria Pines Lodge reserves the right to release the guest rooms and function space held.

I hereby accept the above-stated terms and conditions, and further warrant that I have authority to sign on behalf of **Tulare County Office of Education**.

Teri O'Rourke

Teri O'Rourke

May 2, 2017

Cambria Pines Lodge

Sales Manager

Date

Craig Wheaton
 Name and Title

Signature

JUN 27 2017

Date

Cambria Pines Lodge estimated prices for Tulare COE			
Estimate for 80 rooms Fri + 10 rooms Sat, rental space, banquet meals	Hotel Rooms: Average rate for standard and cottages	People	Hotel Rooms: Large Suites
	45	80	45
MEALS: (PER PERSON PRICES, PLUS TAX & GRATUITY)	Price		
Fri -- Appetizers (crab cakes, stuffed mushrooms, meatball platter, pizza/hummus)	\$11.88		
Fri -- Dinner (Mixed Grill Tr-up & Chx)	\$35.00		
Sat--Breakfast (menu selections tbd)	\$10.00		
Sat -- Snacks (assorted cookies, fresh fruit, veggies/dip, soda)	\$9.00		
Sat -- Box Lunch to Go (80 count)	\$19.00		
TOTAL FOR MEALS PER PERSON (ADD TAX AND GRATUITY)	\$84.88		
MEALS - TOTAL INCLUSIVE (WITH TAX AND GRATUITY)	\$109.50		
Estimated GROUP total for meals	\$8,759.62		
CONFERENCE SPACE (PER PERSON, ADD TAX):	\$7.50		
INCLUSIVE PRICE	\$8.04		
Estimated total for conference room	\$643.50		
HOTEL ROOMS-- 90 (PRICE PER NIGHT, ADD 12% TAX)	\$159.00		\$224
INCLUSIVE PRICE FOR 1 NIGHT	\$178.08		\$250.88
Estimated total for hotel rooms	\$8,013.60		\$11,289.60
Packages: (estimated rates, standards, cottages, small suites)			
	4/rm	3/rm	2/rm
	\$182.06	\$186.90	\$206.58
			1 per room
			\$295.62
Packages: (estimate for large suites)			
	5/rm	4/rm	3/rm
	\$197.71	\$200.26	\$211.17
			2 per room
			\$242.98
Estimated GRAND TOTAL	\$28,706.32		
Deposit due 60 days prior to event date	\$14,400		

Total Per Person (inclusive of tax & gratuity)

Total Per Person (inclusive of tax & gratuity)

Estimated GRAND TOTAL
Deposit due 60 days prior to event date



Tulare County
Office of Education

Jin Vidak, County Superintendent of Schools

MEMO

To: Craig Wheaton, Deputy Superintendent, Administrative Services

From: Caroline Koontz, CVNIC Grant Coordinator
559-651 0548 caroline.koontz@tcoe.org

Date: June 22, 2017

Regarding: Attached you will find a contract from Cambria Pines Lodge for March 2018. Central Valley Networked Improvement Communities, a TCOE project funded by the Gates foundation, would like to host its second annual retreat at that location

I am including the contract, itemization of costs, and the approved requisition.

Please let me know if you request additional information to move forward

Jim Vidak
*County
Superintendent
of Schools*

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 733-6328
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

**Administration
Building & Conference
Center**
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

INDEPENDENT CONTRACTOR PROVISIONS

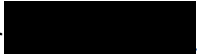
(To be completed and signed by an individual or agent of entity.)

Please provide the following information and sign the statement at the bottom of the page.

Name of Independent Contractor or Entity:

Central Valley Leadership Alliance

Tax Identification Number



Address: 9844 North Tea Party Ln.

City: Fresno

State: CA

Zip: 93720

Phone: 559-259-4104

E-mail: dderby@cvlaweb.com

Type of Organization *(check one)*:

- Individual
- Sole Proprietor
- Corporation
- Partnership
- Limited Liability Company
- Other

.....

I, Dave Derby, Director/Owner, agree to provide services as an independent contractor for Tulare County Office of Education. I declare that, pursuant to applicable IRS and state tax codes, I am an independent contractor and not an employee of Tulare County Office of Education. I will be responsible for my own income tax reporting and workers' compensation.

Signature of Individual or Agent of Entity

Date

PROPOSAL FOR TULARE COUNTY OFFICE OF EDUCATION

Description of Services

Friday, March 2nd:

- 1 hour keynote

Saturday, March 3rd:

- Engage in grade appropriate 3-act tasks and understand how the implementation of low-entry, high-scalability tasks can be used to reach all students.
- Explore the use of 3-act tasks as regular practice and identify when these lessons can be used throughout the scope of a unit.
- Understand how 3-act tasks and problem-based lessons can be used within the instructional framework (opening, work session, close), and the purposeful moves to orchestrate an effective closing session (Rich Task Routine)
- Identify ways in which problem-based lessons can be used to monitor student growth.
- Connect 3-Act Tasks to conceptual learning and application, and identify how this approach is instrumental in developing procedural fluency.
- A specific webpage will be created that will contain resources shared throughout the workshop.

Date and Time

- March 2nd – 1 hour keynote
- March 3rd – ½ day workshop (morning)
 - Times TDB

Location

- 2905 Burton Drive, Cambria, California 93428

Attendees

- Sessions will include 5th grade homeroom teachers, instructional coaches, administrators from school and district
- Maximum number of session participants – TBD

Resources

I will submit items that need to be photocopied for participants 14 days before the presentation date.

I anticipate needing the following resources during my presentation:

- LCD projector with VGA cable connection
- Speakers to connect to laptop
- Chart paper with markers
- Additional resources and supplies will be submitted 14 days before presentation date

Payment

- The cost is \$4000 plus \$800 for travel and economy expense.
- \$4800 All-inclusive rate
- Payment is due within 60 days of invoice date.

Rescheduling Policy

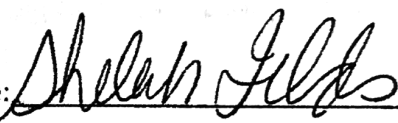
- If this engagement is rescheduled, no penalty is incurred other than the client paying for any non-refundable travel expenses.

Agreement

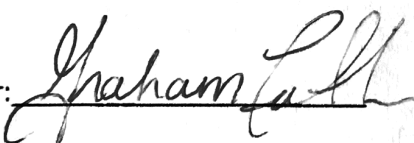
I agree with the terms and descriptions in this contract:

School/District Representative:

Name: Shelah Feldstein

Signature: 

Date: 8/4/2017

Graham Fletcher: 

Date: 8.17.2017

Please sign, scan, and email a copy of this contract to gfletchy@gmail.com for confirmation.

PO# 213046
PO Req# 213442
Vendor #: 86391

**TULARE COUNTY SUPERINTENDENT OF SCHOOLS
INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT**

This INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT ("Agreement") is made and entered into, effective 12/29/2020 (the "Effective Date"), by and between the Tulare County Superintendent of Schools ("SUPERINTENDENT") and Hatching Results, LLC ("CONTRACTOR"), with reference to the following:

- A. SUPERINTENDENT requires consulting services to develop/provide:
consulting services for internal capacity building with CVNIC: College-Ready

- B. CONTRACTOR is specially trained, experienced and competent in the field of:
consulting for equity, master scheduling, use of data, and counseling systems

- C. Government Code section 53060 and Education Code section 35160 authorizes SUPERINTENDENT to contract with persons who are specially trained and experienced and competent to perform special services.

- D. SUPERINTENDENT wishes to hire CONTRACTOR as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.

- E. Grant Funded
 - Yes, Grant Name: Bill and Melinda Gates Foundation NSI Network Grant
Grant Type: Supports participating schools to apply improvement science to increase the number of African-American, Latinx, and socially-economically disadvantaged students who are accepted into post-secondary institution
 - No

- F. Pursuant to Education Code section:
 - 45103.1(b)(1), the contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
 - 45103.1(b)(2), the services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
 - 45103.1(b)(3), the services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
 - 45103.1(b)(4), the policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

- 45103.1(b)(5), the nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work.
- 45103.1(b)(6), the contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- 45103.1(b)(7), the services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

ACCORDINGLY, IT IS AGREED:

1. **Contractor Services.** CONTRACTOR shall provide services ("Services"), as set forth in Exhibit A, entitled "Scope of Services," which exhibit is made part of this Agreement by reference.
2. **Contractor Qualifications.** CONTRACTOR represents and warrants to SUPERINTENDENT that CONTRACTOR, and all of CONTRACTOR's employees, agents or volunteers (the "CONTRACTOR Parties"), have in effect and shall maintain in full force throughout the term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. CONTRACTOR, and any CONTRACTOR Parties, performing services shall be competent to perform those services.
3. **Term.** This Agreement shall begin on 1/12/2021, and shall terminate upon completion of the Services, but no later than 5/30/2021 ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the SUPERINTENDENT or designee shall be sufficient to stop further performance of the Services by CONTRACTOR, or the CONTRACTOR Parties. In the event of early termination, CONTRACTOR shall be paid for satisfactory Services performed to the date of termination. Upon payment by SUPERINTENDENT, SUPERINTENDENT shall be under no further obligation to CONTRACTOR, monetarily or otherwise, and SUPERINTENDENT may proceed with the work in any manner SUPERINTENDENT deems proper.
4. **Termination.** SUPERINTENDENT may terminate this Agreement at any time by giving thirty (30) days advance written notice to CONTRACTOR. Notwithstanding the foregoing, SUPERINTENDENT may immediately terminate this Agreement at any time by service of written notice to CONTRACTOR:
 - a. if CONTRACTOR materially breaches any of the terms of this Agreement,
 - b. if any act or omission of CONTRACTOR or the CONTRACTOR Parties exposes SUPERINTENDENT to potential liability or may cause an increase in SUPERINTENDENT's insurance premiums,
 - c. CONTRACTOR is adjudged as bankrupt,
 - d. CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed because of CONTRACTOR's insolvency.
5. **Cost of Services.** For services rendered, CONTRACTOR shall be paid according to the fee schedule set forth in Exhibit B, entitled "Fee Schedule," which exhibit is made part of this Agreement by reference. The total amount payable to CONTRACTOR shall not exceed the sum of \$ 40,000.00.

6. **Method and Conditions of Payment**

- a. CONTRACTOR shall provide an invoice for services to SUPERINTENDENT. SUPERINTENDENT, according to the fee schedule set forth in Exhibit B, shall provide and file IRS form 1099 to report CONTRACTOR'S calendar year earnings.
- b. The payment of compensation for work performed is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement.

7. **Headings.** Section headings are provided for organizational purposes only, and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

8. **Indemnity.** CONTRACTOR shall defend, indemnify, and hold harmless SUPERINTENDENT and its agents, representatives, officers, consultants, employees, and the Tulare County Board of Education (individually and collectively, the "SUPERINTENDENT Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs, including fees of consultants) of any kind, nature and description (collectively, the "Claims"), directly or indirectly arising out of or connected with, the performance by CONTRACTOR, the CONTRACTOR Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform CONTRACTOR's obligations under this Agreement, including, but not limited to CONTRACTOR's or the CONTRACTOR Parties' performance of the Services, CONTRACTOR's or the CONTRACTOR Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to persons or damage to property or delay or damage to the SUPERINTENDENT or the SUPERINTENDENT Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. CONTRACTOR's defense and indemnity obligations under this section shall arise immediately upon the filing and/or service of any claim or action against SUPERINTENDENT arising under this Agreement, and shall extend to all such claims or actions except those based on the sole negligence or willful misconduct of SUPERINTENDENT. The indemnification provided for in this section also includes any claims that may be made against the SUPERINTENDENT by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement, and any claims made against SUPERINTENDENT alleging civil rights violations by CONTRACTOR under the California Fair Employment and Housing Act or similar administrative body. This indemnification obligation shall continue beyond the Term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

9. **Construction.** This Agreement reflects the contributions of both parties and accordingly, the provisions of California Civil Code § 1654 will not apply to address and interpret any uncertainty.

10. **Insurance.** Prior to approval of this Agreement by SUPERINTENDENT, CONTRACTOR shall file with the SUPERINTENDENT evidence of the required insurance as set forth in Exhibit C, entitled "Insurance Requirements," which exhibit is made part of this Agreement by reference.

11. **Independent Contractor Status.** CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and the CONTRACTOR Parties shall not be considered officers, employees, agents, partners, or joint venturers of SUPERINTENDENT, and are not entitled to benefits of any kind or nature provided to employees of SUPERINTENDENT, and/or to which SUPERINTENDENT's employees are entitled. CONTRACTOR

agrees to advise everyone it designates or hires to perform any duty under this Agreement, that they are not employees of SUPERINTENDENT.

12. **Taxes.** All payments made by SUPERINTENDENT to CONTRACTOR pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. SUPERINTENDENT will not withhold any money from fees payable to CONTRACTOR, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. 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 and the CONTRACTOR Parties and otherwise in connection with this Agreement.

13. **Fingerprinting/Criminal Background Investigation Certification.** CONTRACTOR and the CONTRACTOR Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to SUPERINTENDENT the following:

A. CONTRACTOR and the CONTRACTOR Parties shall **have no contact** (as determined by SUPERINTENDENT) with SUPERINTENDENT students at all times during the Term of this Agreement.

B. CONTRACTOR and the CONTRACTOR Parties shall **only have limited contact** (as determined by SUPERINTENDENT) with SUPERINTENDENT students at all times during the Term of this Agreement. [Attach and sign additional pages, as needed.]

C. The following CONTRACTOR and CONTRACTOR Parties have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement. [Attach and sign additional pages, as needed.]

D. (Required only if Box 13.C is checked.) All of the CONTRACTOR and CONTRACTOR Parties noted above, at no cost to SUPERINTENDENT, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these CONTRACTOR and CONTRACTOR Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

CONTRACTOR further agrees and acknowledges that if at any time during the Term of this Agreement, CONTRACTOR learns or becomes aware of additional information which differs in any way from the representations set forth above, or CONTRACTOR or CONTRACTOR Parties add personnel, CONTRACTOR shall immediately notify SUPERINTENDENT and prohibit any new personnel from having any contact with SUPERINTENDENT students until the fingerprinting and background check requirements have been satisfied, and SUPERINTENDENT determines whether any contact is permissible.

14. **Tuberculosis Certification.** CONTRACTOR and the CONTRACTOR Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to SUPERINTENDENT the following:

A. CONTRACTOR and CONTRACTOR Parties shall **have no contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.

B. CONTRACTOR and CONTRACTOR Parties shall **only have limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.

C. The following CONTRACTOR and CONTRACTOR Parties shall have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement and, at no cost to SUPERINTENDENT, have received a TB test in full compliance with the requirements of Education Code section 49406. [Attach and sign additional pages, as needed.]

CONTRACTOR shall maintain on file the certificates showing that the CONTRACTOR and CONTRACTOR Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by CONTRACTOR, and shall be available to SUPERINTENDENT upon request or audit.

CONTRACTOR further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by CONTRACTOR and CONTRACTOR Parties, are subject to the TB certification requirements and shall be prohibited from having any contact with SUPERINTENDENT students until the TB certification requirements have been satisfied and SUPERINTENDENT determines whether any contact is permissible.

15. **Confidential Information.** CONTRACTOR shall maintain the confidentiality of, and protection from unauthorized disclosure, any and all individual student information received from the SUPERINTENDENT, including but not limited to student names and other identifying information. CONTRACTOR shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, CONTRACTOR shall turn over to SUPERINTENDENT all educational records related to the services provided to any SUPERINTENDENT student pursuant to this Agreement.

16. **Assignment/Successors and Assigns.** SUPERINTENDENT is relying on the skill, training, and experience of CONTRACTOR and its employees, and as such CONTRACTOR shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of SUPERINTENDENT. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of CONTRACTOR.

17. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or the parties agree that any such provision is in conflict with any applicable code or regulation governing the subject, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written agreement signed by both parties.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the SUPERINTENDENT.

20. **Written Notice.** Except as otherwise required by law, including, but not limited to, the claim presentation provisions contained in California Government Code § 900, et seq., written notice under this Agreement shall be deemed to have been duly served if delivered in person to CONTRACTOR at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

21. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to, fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. CONTRACTOR agrees that it shall comply with all legal requirements for the performance of duties under this Agreement, and that failure to do so shall constitute material breach.

22. **Non-Discrimination.** CONTRACTOR shall not discriminate in employment, or in the provision of services under this Agreement, on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation, and as prescribed in California Government Code § 12900, et seq., and California Labor Code § 1735, including, but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status.

23. **Liability of SUPERINTENDENT.** Notwithstanding anything stated herein to the contrary, SUPERINTENDENT shall not be liable for any special, consequential, indirect, or incidental damages, including, but not limited to, any lost, past, and/or anticipated profits or other economic loss that may be claimed by CONTRACTOR in connection with this Agreement.

24. **Time.** Time is of the essence to this Agreement.

25. **Waiver.** No delay or omission by SUPERINTENDENT in exercising any right under this Agreement shall operate as a waiver of that or any other right, and no single or partial exercise of any right shall preclude the SUPERINTENDENT from any or further exercise of any right or remedy. Furthermore, the failure of SUPERINTENDENT to insist on strict compliance with any provision of this Agreement will not

be considered a waiver of any right to do so

26. **Records and Audit.** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, CONTRACTOR shall make such records available to SUPERINTENDENT for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

27. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein, and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

28. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

29. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

30. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

31. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

SUPERINTENDENT:

Tulare County Superintendent of Schools

By: _____

Name: John Rodriguez

Title: Director of Human Resources

Address for SUPERINTENDENT Notices:

6200 S. Mooney Blvd., P.O. Box 5091

Visalia, Ca 93278-5091

Phone No.: (559) 733-6306

Fax No.: (559) 627-4670

CONTRACTOR:

Hatching Results, LLC

By: _____

Name: _____

Title: _____

Address for CONTRACTOR Notices:

2907 Shelter Island Drive

San Diego CA 92106

Phone No.: 707-497-4395

Fax No.: _____

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

5 Consultation Sessions (up to 3 hours each), which can be used by the Hub team and/or districts around a variety of systems, technical and implementation topics, including but not limited to support on Change Package, master scheduling, course access, counseling systems, adapting policies, de-tracking, use of data, equity, antiracism, and systemic bias, strategic planning, interpreting results of evaluations, audits, or assessments.

2 Meetings with External Partners

Participation in the May 2021 Launch (approx. 1 hour, including preparation)

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide facilities, and coordinate participant attendance.

3. FEE SCHEDULE:

The Contract Total for Services to be provided shall not exceed \$40,000 including contractor travel or other expenses.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

PO#: 201930
PO Req#: 22279
Vendor #: 8117

**TULARE COUNTY SUPERINTENDENT OF SCHOOLS
INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT**

This INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT ("Agreement") is made and entered into, effective 7/30/2021 (the "Effective Date"), by and between the Tulare County Superintendent of Schools ("SUPERINTENDENT") and Improvement Collective ("CONTRACTOR"), with reference to the following:

A. SUPERINTENDENT requires consulting services to develop/provide:
Support to the CVNIC: College-Ready Hubs as a consultant in activities including Network Improvement Strategy, Design Days, support at Network Meetings, Design Action Period Work and Data Variation.

B. CONTRACTOR is specially trained, experienced and competent in the field of:
Coaching Improvement and Support Networked Improvement Communities.

C. Government Code section 53060 and Education Code section 35160 authorizes SUPERINTENDENT to contract with persons who are specially trained and experienced and competent to perform special services.

D. SUPERINTENDENT wishes to hire CONTRACTOR as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.

E. Grant Funded
 Yes, Grant Name: Bill and Melinda Gates Foundation NSI Network Grant
Grant Type: The grant supports participating schools to apply improvement science to increase the number of African American, Latino, and socially economically disadvantaged students who are accepted into a post-secondary institution.
 No

F. Pursuant to Education Code section:
 45103.1(b)(1), the contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
 45103.1(b)(2), the services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
 45103.1(b)(3), the services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
 45103.1(b)(4), the policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

- 45103.1(b)(5), the nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work.
- 45103.1(b)(6), the contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- 45103.1(b)(7), the services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

ACCORDINGLY, IT IS AGREED:

1. **Contractor Services.** CONTRACTOR shall provide services ("Services"), as set forth in Exhibit A, entitled "Scope of Services," which exhibit is made part of this Agreement by reference.
2. **Contractor Qualifications.** CONTRACTOR represents and warrants to SUPERINTENDENT that CONTRACTOR, and all of CONTRACTOR's employees, agents or volunteers (the "CONTRACTOR Parties"), have in effect and shall maintain in full force throughout the term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. CONTRACTOR, and any CONTRACTOR Parties, performing services shall be competent to perform those services.
3. **Term.** This Agreement shall begin on 7/30/2021, and shall terminate upon completion of the Services, but no later than 6/15/2022 ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the SUPERINTENDENT or designee shall be sufficient to stop further performance of the Services by CONTRACTOR, or the CONTRACTOR Parties. In the event of early termination, CONTRACTOR shall be paid for satisfactory Services performed to the date of termination. Upon payment by SUPERINTENDENT, SUPERINTENDENT shall be under no further obligation to CONTRACTOR, monetarily or otherwise, and SUPERINTENDENT may proceed with the work in any manner SUPERINTENDENT deems proper.
4. **Termination.** SUPERINTENDENT may terminate this Agreement at any time by giving thirty (30) days advance written notice to CONTRACTOR. Notwithstanding the foregoing, SUPERINTENDENT may immediately terminate this Agreement at any time by service of written notice to CONTRACTOR:
 - a. if CONTRACTOR materially breaches any of the terms of this Agreement,
 - b. if any act or omission of CONTRACTOR or the CONTRACTOR Parties exposes SUPERINTENDENT to potential liability or may cause an increase in SUPERINTENDENT's insurance premiums,
 - c. CONTRACTOR is adjudged as bankrupt,
 - d. CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed because of CONTRACTOR's insolvency.
5. **Cost of Services.** For services rendered, CONTRACTOR shall be paid according to the fee schedule set forth in Exhibit B, entitled "Fee Schedule," which exhibit is made part of this Agreement by reference. The total amount payable to CONTRACTOR shall not exceed the sum of \$ 46,117.00.

6. Method and Conditions of Payment

- a. CONTRACTOR shall provide an invoice for services to SUPERINTENDENT. SUPERINTENDENT, according to the fee schedule set forth in Exhibit B, shall provide and file IRS form 1099 to report CONTRACTOR'S calendar year earnings.
- b. The payment of compensation for work performed is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement.

7. **Headings.** Section headings are provided for organizational purposes only, and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

8. **Indemnity.** CONTRACTOR shall defend, indemnify, and hold harmless SUPERINTENDENT and its agents, representatives, officers, consultants, employees, and the Tulare County Board of Education (individually and collectively, the "SUPERINTENDENT Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs, including fees of consultants) of any kind, nature and description (collectively, the "Claims"), directly or indirectly arising out of or connected with, the performance by CONTRACTOR, the CONTRACTOR Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform CONTRACTOR's obligations under this Agreement, including, but not limited to CONTRACTOR's or the CONTRACTOR Parties' performance of the Services, CONTRACTOR's or the CONTRACTOR Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to persons or damage to property or delay or damage to the SUPERINTENDENT or the SUPERINTENDENT Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. CONTRACTOR's defense and indemnity obligations under this section shall arise immediately upon the filing and/or service of any claim or action against SUPERINTENDENT arising under this Agreement, and shall extend to all such claims or actions except those based on the sole negligence or willful misconduct of SUPERINTENDENT. The indemnification provided for in this section also includes any claims that may be made against the SUPERINTENDENT by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement, and any claims made against SUPERINTENDENT alleging civil rights violations by CONTRACTOR under the California Fair Employment and Housing Act or similar administrative body. This indemnification obligation shall continue beyond the Term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

9. **Construction.** This Agreement reflects the contributions of both parties and accordingly, the provisions of California Civil Code § 1654 will not apply to address and interpret any uncertainty.

10. **Insurance.** Prior to approval of this Agreement by SUPERINTENDENT, CONTRACTOR shall file with the SUPERINTENDENT evidence of the required insurance as set forth in Exhibit C, entitled "Insurance Requirements," which exhibit is made part of this Agreement by reference.

11. **Independent Contractor Status.** CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and the CONTRACTOR Parties shall not be considered officers, employees, agents, partners, or joint venturers of SUPERINTENDENT, and are not entitled to benefits of any kind or nature provided to employees of SUPERINTENDENT, and/or to which SUPERINTENDENT's employees are entitled. CONTRACTOR

agrees to advise everyone it designates or hires to perform any duty under this Agreement, that they are not employees of SUPERINTENDENT.

12. **Taxes.** All payments made by SUPERINTENDENT to CONTRACTOR pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. SUPERINTENDENT will not withhold any money from fees payable to CONTRACTOR, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. 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 and the CONTRACTOR Parties and otherwise in connection with this Agreement.

13. **Fingerprinting/Criminal Background Investigation Certification.** CONTRACTOR and the CONTRACTOR Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to SUPERINTENDENT the following:

A. CONTRACTOR and the CONTRACTOR Parties shall **have no contact** (as determined by SUPERINTENDENT) with SUPERINTENDENT students at all times during the Term of this Agreement.

B. CONTRACTOR and the CONTRACTOR Parties shall **only have limited contact** (as determined by SUPERINTENDENT) with SUPERINTENDENT students at all times during the Term of this Agreement. [Attach and sign additional pages, as needed.]

C. The following CONTRACTOR and CONTRACTOR Parties have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement. [Attach and sign additional pages, as needed.]

D. (Required only if Box 13.C is checked.) All of the CONTRACTOR and CONTRACTOR Parties noted above, at no cost to SUPERINTENDENT, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these CONTRACTOR and CONTRACTOR Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

CONTRACTOR further agrees and acknowledges that if at any time during the Term of this Agreement, CONTRACTOR learns or becomes aware of additional information which differs in any way from the representations set forth above, or CONTRACTOR or CONTRACTOR Parties add personnel, CONTRACTOR shall immediately notify SUPERINTENDENT and prohibit any new personnel from having any contact with SUPERINTENDENT students until the fingerprinting and background check requirements have been satisfied, and SUPERINTENDENT determines whether any contact is permissible.

14. **Tuberculosis Certification.** CONTRACTOR and the CONTRACTOR Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to SUPERINTENDENT the following:

- A. CONTRACTOR and CONTRACTOR Parties shall **have no contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.
- B. CONTRACTOR and CONTRACTOR Parties shall **only have limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.
- C. The following CONTRACTOR and CONTRACTOR Parties shall have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement and, at no cost to SUPERINTENDENT, have received a TB test in full compliance with the requirements of Education Code section 49406. [Attach and sign additional pages, as needed.]

CONTRACTOR shall maintain on file the certificates showing that the CONTRACTOR and CONTRACTOR Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by CONTRACTOR, and shall be available to SUPERINTENDENT upon request or audit.

CONTRACTOR further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by CONTRACTOR and CONTRACTOR Parties, are subject to the TB certification requirements and shall be prohibited from having any contact with SUPERINTENDENT students until the TB certification requirements have been satisfied and SUPERINTENDENT determines whether any contact is permissible.

15. **Confidential Information.** CONTRACTOR shall maintain the confidentiality of, and protection from unauthorized disclosure, any and all individual student information received from the SUPERINTENDENT, including but not limited to student names and other identifying information. CONTRACTOR shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, CONTRACTOR shall turn over to SUPERINTENDENT all educational records related to the services provided to any SUPERINTENDENT student pursuant to this Agreement.

16. **Assignment/Successors and Assigns.** SUPERINTENDENT is relying on the skill, training, and experience of CONTRACTOR and its employees, and as such CONTRACTOR shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of SUPERINTENDENT. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of CONTRACTOR.

17. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or the parties agree that any such provision is in conflict with any applicable code or regulation governing the subject, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written agreement signed by both parties.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the SUPERINTENDENT.

20. **Written Notice.** Except as otherwise required by law, including, but not limited to, the claim presentation provisions contained in California Government Code § 900, et seq., written notice under this Agreement shall be deemed to have been duly served if delivered in person to CONTRACTOR at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

21. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to, fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. CONTRACTOR agrees that it shall comply with all legal requirements for the performance of duties under this Agreement, and that failure to do so shall constitute material breach.

22. **Non-Discrimination.** CONTRACTOR shall not discriminate in employment, or in the provision of services under this Agreement, on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation, and as prescribed in California Government Code § 12900, et seq., and California Labor Code § 1735, including, but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status.

23. **Liability of SUPERINTENDENT.** Notwithstanding anything stated herein to the contrary, SUPERINTENDENT shall not be liable for any special, consequential, indirect, or incidental damages, including, but not limited to, any lost, past, and/or anticipated profits or other economic loss that may be claimed by CONTRACTOR in connection with this Agreement.

24. **Time.** Time is of the essence to this Agreement.

25. **Waiver.** No delay or omission by SUPERINTENDENT in exercising any right under this Agreement shall operate as a waiver of that or any other right, and no single or partial exercise of any right shall preclude the SUPERINTENDENT from any or further exercise of any right or remedy. Furthermore, the failure of SUPERINTENDENT to insist on strict compliance with any provision of this Agreement will not

be considered a waiver of any right to do so.

26. **Records and Audit.** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, CONTRACTOR shall make such records available to SUPERINTENDENT for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

27. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein, and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

28. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

29. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

30. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

31. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

SUPERINTENDENT:

Tulare County Superintendent of Schools

DocuSigned by:
By: John Rodriguez
Name: John Rodriguez
Title: Director of Human Resources

Address for SUPERINTENDENT Notices:

6200 S. Mooney Blvd., P.O. Box 5091
Visalia, Ca 93278-5091
Phone No.: (559) 733-6306
Fax No.: (559) 627-4670

CONTRACTOR:

Improvement Collective

DocuSigned by:
By: Sandra Park
Name: Sandra Park
Title: Co-Founder, Improvement Specialist

Address for CONTRACTOR Notices:

544 59th St
Oakland, Ca 94609
Phone No.: (510) 847-2804
Fax No.:

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

Support the CVNIC-College Ready ACTIVITIES

- 12 Consultation Sessions, which can be used for Designing and Planning, Network Improvement Strategy Sessions (Up to 4-hour sessions)
- 10 Meetings with External Partners (up to 3-hour sessions)
- 4 Network Convenings (4-hour sessions)
- Data analysis: Follow-up investigations with TCOE Learning Groups to understand variation

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide facilities and coordinate participant attendance.

3. FEE SCHEDULE:

The Contract Total for Services to be provided shall not exceed \$46,117 including contractor travel or other expenses.

Payments:

October 1, 2021: \$11,000

December 15, 2021: \$11,000

April 1, 2022: \$13,117

June 15, 2022: \$11,000

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Tulare County Office of Education

Attachment II

Committed to Students, Support & Service

CONTRACTOR'S CERTIFICATE (LIMITED OR NO STUDENT CONTACT) REGARDING FINGERPRINTING REQUIREMENTS

Michelle Montoya School Safety Act (Education Code Section 45125.1)

Tim A. Hire
County Superintendent of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

Administration Building & Conference Center
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

Liberty Center/ Planetarium & Science Center
11535 Ave. 264
Visalia

State of California)
County of Tulare) ss

Proper Name of Contractor: Improvement Collective

Supervisor/Foreman Name: _____

Start Date: 07/01/21

Completion Date: 06/30/22

Location of Work: San Francisco, CA

Hours of Work: N/A

Number of Employees on the Job: 1

Location of All Employees: N/A

School Employees Present at Work Location: N/A

Pupils Present at Work Location: N/A

I acknowledge that pursuant to Education Code § 45125.1 the services provided by me are either of a limited nature of student contact or involve no contact with pupils. As such my employees do not need to have background checks per Education Code 45125.1.

SITUATIONS:

- Contractor (including employees) will have no contact with pupils.
- Contractor (including employees) will have limited contact with students.
One or more of the following conditions must be met to meet the definition of limited contact:
 - Delivery of goods or service is made directly to non-classroom location on campus.
 - Delivery of goods or service is made before or after school hours.
 - Delivery of goods or service is made when school is not in session, i.e. weekend, holiday, vacation break.
 - Delivery of goods or services is made only one to three times in a year and is not made on a yearly service contract.

If situation number 2 applies, list in detail the steps that are to be taken to protect the safety of pupils who may come in contact with the contractor's employees.

Safety Steps (explain in detail): Contractor will have no contact with pupils

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Improvement Collective

Proper Name of the Contractor

Tax Identification Number

By: DocuSigned by:

Sandra Park

F0AC0A3C7A3648D

Signature of CONTRACTOR

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

01/2019

CONTRACTOR'S TUBERCULOSIS REQUIREMENTS CERTIFICATE

(Education Code, § 49406)

Any party contracting with Tulare County Superintendent of Schools must comply with the tuberculosis certification requirements of Education Code section 49406.

Please check off the applicable statement(s) below:

- 1. Contractor (including employees) will have only limited or no contact with students at all times during the term of the services provided, and in accordance with an executed agreement.
- 2. Contractor (including employees) will have more than limited contact with students.
 - Attached is proof of completion of the required tuberculosis risk assessment, and examination (if deemed necessary by a physician/surgeon as required by law), for each individual listed below as required under, and in full compliance with, Education Code section 49406.

List of individual(s)/employee(s) who will have more than limited contact with students:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

(List additional names on an attached sheet of paper, if needed.)

I hereby certify that myself and the contractor employees will satisfy all tuberculosis testing requirements before having any contact with students.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Improvement Collective
Print Name of Independent Contractor

9/17/2021
Date

DocuSigned by:
Sandra Park
Signature of Independent Contractor

Lamp Liter Inn

Mailing: 3130 West Main St. Suite A Visalia, CA 93291

3300 West Mineral King Ave. Visalia, CA 93291

Phone (559) 732-4516 Fax (559) 734-1867

Hotel Room Reservations 1-(800)-662-6692

BANQUET or FUNCTION PROSPECTUS

Organization Tulare County Office of Education
 Contact Caroline Koontz
 Address 7000 Doe Ave, Ste A
Visalia, CA 93292
 Email caroline.koontz@tcoe.org
 Room WM ROOM RENT
 Room CE/CW ROOM RENT
 Deposit Requested \$ \$300.00 or PO#
 Deposit Received _____
 Security Guard Fee N/A

Date of Function Wednesday December 5, 2018
 Beginning Time 7:00AM
 Ending Time 4:00PM
 PHONE HOME _____
 PHONE WORK 651-0548
 Approx. No. Guest 80 - 100
 Booking Date 5/7/2018
 Referred By _____
 Organization Fax _____
 Final Payment & Count Due by: _____

Service Time: _____ AMT: _____

FINAL GUARANTEE*: _____

MENU

ROOM SET UP:

Coffee Service
 Buffet Breakfast \$17.19ea
 Please Advise

CE/CW: Registration Table
 Podium & Mic
 Screen & Equip Table ?
 Please Advise on room set-up

Buffet Lunch \$23.05ea
 Please Advise

WM: Break out room 9:00am-2:00pm
 Please Advise on room set up

Price include gratuity & tax

Coffee-ice tea-water
 Dessert:

BEVERAGE SERVICE: BAR: HOSTED _____ BAR: CASH _____ NONE X
 CORKAGE: DANCE: YES _____ NO X

ALL FEES DUE AND PAYABLE PRIOR TO FUNCTION

Final guarantee must be given **FIVE (5) BUSINESS DAYS** prior to function, at which time payment for guarantee is due.
 An 18% Service Charge And 8.25% Sales Tax Will Be Added To All Menu Prices.

SIGNED _____ DATE _____

UNSERVED MEALS MAY NOT BE REMOVED FROM THE PROPERTY AFTER FUNCTION. TO RESERVED SPACE, HOTEL MUST BE IN RECEIPT OF DEPOSIT.
 NO RESERVATIONS ARE CONFIRMED WITHOUT DEPOSIT. CANCELLATIONS WITHIN 90 DAYS OF A MONDAY THROUGH THURSDAY FUNCTION
 DATE WILL RESULT IN LOSS OF DEPOSIT. CANCELLATIONS WITHIN 180 DAYS OF A FRIDAY THROUGH SUNDAY
 FUNCTION DATE WILL RESULT IN LOSS OF DEPOSIT. BY SIGNING THIS CONTACT YOU AGREE
 WITH THE ABOVE STATEMENT AND THE "LAMP LITER INNS TERMS AND CONDCTIONS".



Revised 5/2/18

Rooms Agreement
2905 Burton Drive, Cambria, CA 93428
Ph: 805.924.3363 Fx: 805.927.1610

Company Name:	Tulare County Office of Education	Date:	4/30/18
CPL Folio #:	658547	Sales Person:	Teri O'Rourke
Group Name:	C.V. Networked Improvement Community	Market Segment:	Education
Contact:	Caroline Koontz	Phone:	559.651.0548
Address:	7000 Doe Avenue, Suite A Visalia, CA 93291	Email:	caroline.koontz@tcoe.org

Room Block Information

Arrival Date: Friday March 1, 2019 **Departure Date:** Sunday March 3, 2019

2019	Fri 3/1	Sat 3/2	Sun 3/3
Hotel Rooms	80	44	Depart

All rooms at Cambria Pines Lodge are designated non-smoking. A fee of \$250.00 will apply for any group room in which this policy is violated. Hotel check-in time is after 3pm on the day of arrival. Check-out time is 11am on the day of departure.

Discounted Room Rate Information

Room types	Rate per night
Standard rooms (<i>range</i>)	\$125-\$143
Superior Cottages & Small Suites	\$170
Large Suites (<i>can sleep six</i>)	\$224
Deluxe Cottages (<i>with and without spa tub</i>)	\$251-\$260

- Room types are based on availability.
- All rates are subject to the prevailing city and state taxes, currently at 12%.
- All quoted rates are based upon existing bedding. Rollaway beds are not available.
- We are happy to offer up group discounted room rates for any extended stays.
- Attendees will be responsible for paying for any extra nights except for staff members specifically listed on the room list. We will revisit the room list early December to determine if more or less rooms are needed.

Reservation Method: Room List **Cut-off Date:** February 1, 2019

Room list should be emailed to Teri O'Rourke terio@moonstonehotels.com on or before 30 days from arrival date.

Event Agenda

Day	2019 Date	Start Time	End Time	Function	Room	# ppl	Room Rental
Fri	3/1	3pm	11pm	Individual Check-in	Front Desk	80	---
Fri	3/1	5pm	9pm	Appetizers/Speaker Dinner	Peacock A	80	\$600
Sat	3/2	730am	830am	Breakfast/Meeting	Peacock A	80	---
Sat	3/2	7am	11am	Group Check-out	Express	40	---
Sat	3/2	845am	Noon	Breakout w/snacks	Peacock A or A/B	80	---
Sat	3/2	1215pm	1pm	Box Lunch/Meeting	Peacock A	80	---
Sun	3/3	730am	11am	Breakfast Buffet	Restaurant	40	---
Sun	3/3	7am	11am	Individual Check-out	Front Desk	40	---

Times and counts are a guess. Specific meeting room names are subject to change. Menus and meeting space will be outlined on the banquet event order. The Catering Department 805-924-3353, events@moonstonehotels.com will contact you in order to coordinate all menu and set-up details for your event. Complimentary coffee/tea/water service will be provided with deeply discounted space rental fee. Space rental fee will also include break-outs.

Payment Information

Charges to Master: room + tax, meals & AV Rentals **Method of Payment:** Deposit + Direct 30
Individuals Pay: Incidentals

- Non-refundable \$600 space rental required to hold meeting space.
- 60 days prior to arrival (or Jan 1, 2019) deposit 50% of estimated hotel rooms (approximately \$9870).
- Remaining balance due on or before 30 days after departure.
- **AV Rentals requested: LCD Projector, Screen & Cart (\$150); Sound System (\$100); Stage (\$150) and Group Wi-Fi (\$50 for both days).**

Cancellation Policy

The following cancellation penalties will apply:

- Within 60 – 31 days prior to arrival: a fee equal to 50% of all estimated guest room and banquet charges will be assessed.
- Within 30 days of arrival: a fee equal to 100% of all estimated guest room and banquet charges will be assessed.
- Individual room cancellations will be accepted up to 72 hours before arrival.

Contract Terms

To guarantee rates quoted, the availability of sleeping rooms requested, and all other terms, this contract must be signed and returned by **May 10, 2018** or Cambria Pines Lodge reserves the right to release the guest rooms and function space held.

I hereby accept the above-stated terms and conditions, and further warrant that I have authority to sign on behalf of **Tulare County Office of Education.**

Teri O'Rourke

Teri O'Rourke

April 30, 2018

Cambria Pines Lodge

Sales Manager

Date

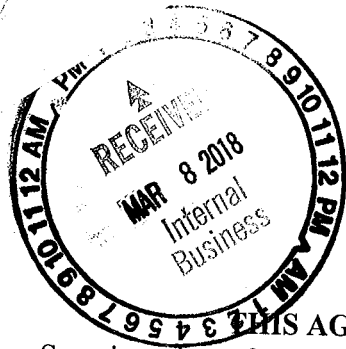
Name and Title

Signature

Date

<i>For office use only</i>	
Vendor #	84473
Req #	184897
PO #	184392

PP 3/8



TULARE COUNTY OFFICE OF EDUCATION
and
CENTRAL VALLEY LEADERSHIP ALLIANCE

AGREEMENT

THIS AGREEMENT, is entered into as of March 6, 2018, between the Tulare County Superintendent of Schools, referred to as SUPERINTENDENT, and CENTRAL VALLEY LEADERSHIP ALLIANCE, referred to as CONTRACTOR, with reference to the following:

- A. SUPERINTENDENT requires consulting services to provide professional development, leadership coaching and consulting services.
- B. CONTRACTOR represents that he/she is specially trained, experienced and competent in the field of professional development, leadership coaching and consulting services.
- C. Services provided by CONTRACTOR will support activities of a grant awarded to the SUPERINTENDENT. The purpose of the grant is to improve mathematics teaching and student outcomes.
- D. Government Code section 53060 and Education Code section 35160 authorizes SUPERINTENDENT to contract with persons who are specially trained and experienced and competent to perform special services.
- E. SUPERINTENDENT wishes to hire CONTRACTOR as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.
- F. Pursuant to Education Code section 45103.1(b)(2), the services contracted are not available within the DISTRICT, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.

ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This Agreement is approved retroactive to July 1, 2017 through June 30, 2018, and the parties, by signing, ratify that all performances and payments rendered, from July 1, 2017, to the date of execution of this Agreement, have been provided consistently with the terms herein.
- 2. **SERVICES:** CONTRACTOR shall provide services as set forth in Exhibit A, entitled "Scope of Services," which exhibit is made part of this Agreement by reference.
- 3. **COST OF SERVICES:** For services rendered, CONTRACTOR shall be paid according to the fee schedule set forth in Exhibit A. The total amount payable to CONTRACTOR shall not exceed the sum of \$6,340.26.

4. METHOD AND CONDITIONS OF PAYMENT:

a. CONTRACTOR shall provide an invoice for services to SUPERINTENDENT. SUPERINTENDENT, according to the fee schedule set forth in Exhibit A, shall provide and file IRS form 1099 to report CONTRACTOR'S calendar year earnings.

b. The payment of compensation for work performed is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. SUPERINTENDENT will not pay anticipated profits or other economic loss.

5. COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with applicable federal, state, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. RECORDS AND AUDIT: CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the designated public and/or private auditor of SUPERINTENDENT and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

7. INSURANCE:

The insurance provision has been waived in this contract.

8. INDEPENDENT CONTRACTOR STATUS:

a. This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of SUPERINTENDENT.

b. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of SUPERINTENDENT. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and SUPERINTENDENT shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not SUPERINTENDENT'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, SUPERINTENDENT will not:

- i. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- ii. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- iii. Withhold state or federal income tax from payments to CONTRACTOR.

- iv. Make disability insurance contributions on behalf of CONTRACTOR.
- v. Obtain unemployment compensation insurance on behalf of CONTRACTOR.
- c. Notwithstanding this independent contractor relationship, SUPERINTENDENT shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

9. FINGERPRINTING REQUIREMENTS:

a. Pursuant to California Education Code section 45125.1, before any agents or employees of CONTRACTOR may enter school grounds or child care center grounds where they may have any contact with children, CONTRACTOR shall submit fingerprints of its employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. CONTRACTOR shall not permit any employee to come in contact with children of the SUPERINTENDENT'S programs until the Department of Justice has ascertained that the CONTRACTOR'S employees have not been convicted of a felony as defined in Education Code section 45122.1.

b. CONTRACTOR shall provide the SUPERINTENDENT with a written list of the names of its employees who may come in contact with children before commencement of work. CONTRACTOR shall certify, in a form provided by the SUPERINTENDENT, in writing to the SUPERINTENDENT, under penalty of perjury, that it has complied with the requirements of Education Code section 45125.1, and that none of its employees who may come in contact with children have been convicted of a felony as defined in Education Code section 45122.1, based upon the information CONTRACTOR has received from the Department of Justice.

c. If CONTRACTOR believes that its employees will have only limited contact with children and should therefore be exempted from these requirements, CONTRACTOR must contact the SUPERINTENDENT with its request for exemption within fifteen (15) days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including, but not limited to the length of time CONTRACTOR will be on school or child care center grounds, whether children will be in proximity to the site where the CONTRACTOR'S employees are working, and whether the CONTRACTOR'S employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the SUPERINTENDENT.

d. The CONTRACTOR shall impose the foregoing requirements on any subcontractors or assignees.

10. INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify SUPERINTENDENT, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including SUPERINTENDENT'S property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against SUPERINTENDENT by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against SUPERINTENDENT alleging civil rights violations by CONTRACTOR under Government Code section 12920 et seq. (California Fair Employment and Housing Act) *and any fines or penalties imposed on SUPERINTENDENT for CONTRACTOR'S failure to provide information to complete form DE 542, when applicable.* This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

11. CONFLICT OF INTEREST:

a. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest or appearance of conflicts of interest, including, but not limited to Government Code section 1090 et seq., and the Political Reform Act, Government Code section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from the making of any decision on behalf of SUPERINTENDENT in which such officer, employee or consultant has direct or indirect financial interest. A violation can occur if the public officer, employee or consultant participates in or influences any SUPERINTENDENT decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

b. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflict of interest laws, it will immediately inform the SUPERINTENDENT'S designated representative and provide all information needed for resolution of this question.

12. TERMINATION:

a. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

b. SUPERINTENDENT will pay to CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination.

i. Without Cause: SUPERINTENDENT shall have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.

ii. With Cause:

(1) This Agreement may be terminated by either party should the other party:

- (a) be adjudged as bankrupt, or
- (b) become insolvent or have a receiver appointed, or
- (c) make a general assignment for the benefit of creditors, or

- (d) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
 - (e) materially breach this Agreement.
- (2) For any of the occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of the termination.
 - (3) Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.
 - (4) If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.
 - (5) SUPERINTENDENT will not pay compensation or make reimbursement to cure a breach arising out of, or resulting from such termination. If the expense of finishing the CONTRACTOR'S Scope of Services exceeds the unpaid balance of the Agreement, CONTRACTOR must pay the difference to SUPERINTENDENT.

c. **Effects of Termination:** Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR'S services have been terminated by SUPERINTENDENT, said termination will not affect any rights of SUPERINTENDENT to recover damages against CONTRACTOR.

d. **Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of SUPERINTENDENT for which CONTRACTOR'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

13. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONTRACTOR and SUPERINTENDENT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

14. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

15. NOTICES:

a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

DISTRICT:

John Rodriguez, Director
Human Resources
Tulare County Office of Education
6200 S Mooney Blvd., P.O. Box 5091
Visalia, CA 93278-5091
Phone No.: (559) 733-6306
Fax No.: (559) 627-4670

With A Copy To:

Patty Blaswich, Director
Internal Business
Tulare County Office of Education
6200 S Mooney Blvd., P.O. Box 5091
Visalia, CA 93278-5091
Phone No.: (559) 733-6691
Fax No.: (559) 733-6570

CONTRACTOR:

CENTRAL VALLEY LEADERSHIP ALLIANCE
9844 North Tea Party Lane
Fresno, CA 93720
Phone No.: (559) 259-4104

b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.

16. CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

17. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

18. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made and shall be performed in Tulare County, California.

19. WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

20. EXHIBITS AND RECITALS: The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

21. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

22. FURTHER ASSURANCES: Each party will execute any additional documents and perform any further acts as may be reasonably required to effect the purposes of this Agreement.

23. ASSURANCES OF NON-DISCRIMINATION: CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

24. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, SUPERINTENDENT is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees, and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without prior written consent of SUPERINTENDENT.

25. DISPUTE RESOLUTION: If a dispute arises out of, or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

26. UNEMPLOYMENT INSURANCE COMPLIANCE: *If CONTRACTOR is an individual or sole proprietorship, CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code section 1088.8. Accordingly, SUPERINTENDENT has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR'S full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with SUPERINTENDENT to make such information available. Failure to provide the required information may, at SUPERINTENDENT'S option, prevent approval of this Agreement, or be grounds for termination by SUPERINTENDENT.*

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date: 3/12/18

Tulare County Superintendent of Schools
BY [Signature], Deputy
Tulare County Superintendent of Schools
"SUPERINTENDENT"

Date: March 13, 2018

CENTRAL VALLEY LEADERSHIP ALLIANCE
BY David M. Derby [Signature]
TITLE Sole Proprietor - Owner/Director CVLA
"CONTRACTOR"

Date: _____

BY _____
TITLE _____
"CONTRACTOR"

THIS AGREEMENT is subject to Unemployment Insurance Code section 1088.8 filing obligations within twenty (20) days of entering into this Agreement.
<input type="checkbox"/> Information for DE Form 542 was provided by CONTRACTOR
<input type="checkbox"/> DE Form 542 was filed electronically.

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

Central Valley Leadership Alliance will provide professional development leadership coaching and consulting services for TCOE throughout the fiscal year 2017-2018 for Central Valley Networked Improvement Communities (CVNIC).

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide the facilities, arrange catering, and coordinate participant attendance.

3. FEE SCHEDULE:

(Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.)

*The contract total for services to be provided shall not exceed **\$6,340.26 including contractor travel and/or other expenses**. Payment will be made within **30 days** of approved invoice.*

<i>Presenter</i>	<i>= \$6,000</i>
<i>Travel reimbursement</i>	<i>= \$340.26 (Please exclude travel from tax withholding)</i>
<i>Total payment</i>	<i>= \$6,340.26</i>

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

Tulare County Office of Education

Committed to Students, Support and Service

Attachment II

TULARE COUNTY OFFICE OF EDUCATION

CONTRACTOR'S CERTIFICATE

(LIMITED OR NO STUDENT CONTACT)

REGARDING FINGERPRINTING REQUIREMENTS

Michelle Montoya School Safety Act (Education Code Section 45125.1)

Jim Vidak
County
Superintendent
of Schools

2637 W. Burrel Ave.
P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
www.tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6312
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

**Instructional
Services**
(559) 733-6328
fax (559) 737-4378

Special Services
(559) 730-2910
fax (559) 730-2511

State of California)
County of Tulare) ss

Proper Name of Contractor: _____
Supervisor/Foreman Name: _____
Start Date: _____
Completion Date: _____
Location of Work: _____
Hours of Work: _____
Number of Employees on the Job: _____
Location of All Employees: _____
School Employees Present at Work Location: _____
Pupils Present at Work Location: _____

I acknowledge that pursuant to Education Code § 45125.1 the services provided by me are either of a limited nature of student contact or involve no contact with pupils. As such my employees do not need to have background checks per Education Code 45125.1.

SITUATIONS:

1. Contractor (including employees) will have no contact with pupils.
2. Contractor (including employees) will have limited contact with students.
One or more of the following conditions must be met to meet the definition of limited contact:
 - Delivery of goods or service is made directly to non-classroom location on campus.
 - Delivery of goods or service is made before or after school hours.
 - Delivery of goods or service is made when school is not in session, i.e. weekend, holiday, vacation break.
 - Delivery of goods or services is made only one to three times in a year and is not made on a yearly service contract.

If situation number 2 applies, list in detail the steps that are to be taken to protect the safety of pupils who may come in contact with the contractor's employees.

Safety Steps (explain in detail): _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

David M. Derby

Proper Name of the Contractor

Tax Identification Number

By: David M. Derby

David M. Derby

Signature of CONTRACTOR

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

Tulare County
Office of Education
Jim Vidak, County Superintendent of Schools

TULARE COUNTY OFFICE OF EDUCATION

and

DESMOS

AGREEMENT

<i>For office use only</i>	
Vendor #	83340
Req #	174033
PO #	174150

ORIGINAL

THIS AGREEMENT, is entered into as of March 10, 2017, between the Tulare County Superintendent of Schools, referred to as SUPERINTENDENT, and DESMOS, referred to as CONTRACTOR, with reference to the following:

- A. SUPERINTENDENT requires consulting services to provide Keynote Speaker for CVNIC Retreat.
- B. CONTRACTOR represents that he/she is specially trained, experienced and competent in the field of "Worksheet to Rich Task" presentation, tailored partially for 5th grade appropriateness.
- C. Services provided by CONTRACTOR will support activities of a grant awarded to the SUPERINTENDENT. The purpose of the grant is to improve 5th grade mathematics teaching and student outcomes.
- D. Government Code section 53060 and Education Code section 35160 authorizes SUPERINTENDENT to contract with persons who are specially trained and experienced and competent to perform special services.
- E. SUPERINTENDENT wishes to hire CONTRACTOR as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.
- F. Pursuant to Education Code section 45103.1(b)(2), the services contracted are not available within the DISTRICT, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.

ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This Agreement is approved retroactive to March 24, 2017 through March 25, 2017, and the parties, by signing, ratify that all performances and payments rendered, from March 24, 2017, to the date of execution of this Agreement, have been provided consistently with the terms herein.
- 2. **SERVICES:** CONTRACTOR shall provide services as set forth in Exhibit A, entitled "Scope of Services," which exhibit is made part of this Agreement by reference.
- 3. **COST OF SERVICES:** For services rendered, CONTRACTOR shall be paid according to the fee schedule set forth in Exhibit A. The total amount payable to CONTRACTOR shall not exceed the sum of \$2,230.00.

4. METHOD AND CONDITIONS OF PAYMENT:

a. CONTRACTOR shall provide an invoice for services to SUPERINTENDENT. SUPERINTENDENT, according to the fee schedule set forth in Exhibit A, shall provide and file IRS form 1099 to report CONTRACTOR'S calendar year earnings.

b. The payment of compensation for work performed is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. SUPERINTENDENT will not pay anticipated profits or other economic loss.

5. COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with applicable federal, state, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. RECORDS AND AUDIT: CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the designated public and/or private auditor of SUPERINTENDENT and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

7. INSURANCE:

The insurance provision has been waived in this contract.

8. INDEPENDENT CONTRACTOR STATUS:

a. This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of SUPERINTENDENT.

b. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of SUPERINTENDENT. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and SUPERINTENDENT shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not SUPERINTENDENT'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, SUPERINTENDENT will not:

- i. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- ii. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- iii. Withhold state or federal income tax from payments to CONTRACTOR.

- iv. Make disability insurance contributions on behalf of CONTRACTOR.
- v. Obtain unemployment compensation insurance on behalf of CONTRACTOR.
- c. Notwithstanding this independent contractor relationship, SUPERINTENDENT shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

9. FINGERPRINTING REQUIREMENTS:

a. Pursuant to California Education Code section 45125.1, before any agents or employees of CONTRACTOR may enter school grounds or child care center grounds where they may have any contact with children, CONTRACTOR shall submit fingerprints of its employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. CONTRACTOR shall not permit any employee to come in contact with children of the SUPERINTENDENT'S programs until the Department of Justice has ascertained that the CONTRACTOR'S employees have not been convicted of a felony as defined in Education Code section 45122.1.

b. CONTRACTOR shall provide the SUPERINTENDENT with a written list of the names of its employees who may come in contact with children before commencement of work. CONTRACTOR shall certify, in a form provided by the SUPERINTENDENT, in writing to the SUPERINTENDENT, under penalty of perjury, that it has complied with the requirements of Education Code section 45125.1, and that none of its employees who may come in contact with children have been convicted of a felony as defined in Education Code section 45122.1, based upon the information CONTRACTOR has received from the Department of Justice.

c. If CONTRACTOR believes that its employees will have only limited contact with children and should therefore be exempted from these requirements, CONTRACTOR must contact the SUPERINTENDENT with its request for exemption within fifteen (15) days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including, but not limited to the length of time CONTRACTOR will be on school or child care center grounds, whether children will be in proximity to the site where the CONTRACTOR'S employees are working, and whether the CONTRACTOR'S employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the SUPERINTENDENT.

d. The CONTRACTOR shall impose the foregoing requirements on any subcontractors or assignees.

10. INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify SUPERINTENDENT, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including SUPERINTENDENT'S property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against SUPERINTENDENT by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against SUPERINTENDENT alleging civil rights violations by CONTRACTOR under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

11. CONFLICT OF INTEREST:

a. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest or appearance of conflicts of interest, including, but not limited to Government Code section 1090 et seq., and the Political Reform Act, Government Code section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from the making of any decision on behalf of SUPERINTENDENT in which such officer, employee or consultant has direct or indirect financial interest. A violation can occur if the public officer, employee or consultant participates in or influences any SUPERINTENDENT decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

b. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflict of interest laws, it will immediately inform the SUPERINTENDENT'S designated representative and provide all information needed for resolution of this question.

12. TERMINATION:

a. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

b. SUPERINTENDENT will pay to CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination.

i. Without Cause: SUPERINTENDENT shall have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.

ii. With Cause:

(1) This Agreement may be terminated by either party should the other party:

- (a) be adjudged as bankrupt, or
- (b) become insolvent or have a receiver appointed, or
- (c) make a general assignment for the benefit of creditors, or
- (d) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (e) materially breach this Agreement.

(2) For any of the occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of the termination.

(3) Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

- (4) If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.
- (5) SUPERINTENDENT will not pay compensation or make reimbursement to cure a breach arising out of, or resulting from such termination. If the expense of finishing the CONTRACTOR'S Scope of Services exceeds the unpaid balance of the Agreement, CONTRACTOR must pay the difference to SUPERINTENDENT.

c. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR'S services have been terminated by SUPERINTENDENT, said termination will not affect any rights of SUPERINTENDENT to recover damages against CONTRACTOR.

d. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of SUPERINTENDENT for which CONTRACTOR'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

13. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONTRACTOR and SUPERINTENDENT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

14. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

15. NOTICES:

a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

DISTRICT:

John Rodriguez, Director
Human Resources
Tulare County Office of Education
2637 W. Burrel Ave., P.O. Box 5091
Visalia, CA 93278-5091
Phone No.: (559) 733-6306
Fax No.: (559) 627-4670

With A Copy To:

Patty Blaswich, Director
Internal Business
Tulare County Office of Education
2637 W. Burrel Ave., P.O. Box 5091
Visalia, CA 93278-5091
Phone No.: (559) 733-6691
Fax No.: (559) 733-6570

CONTRACTOR:

DESMOS

1488 HOWARD DR

SAN FRANCISCO, CA 94103

Phone No.: (559) 307-8971

b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.

16. CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

17. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

18. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made and shall be performed in Tulare County, California.

19. WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

20. EXHIBITS AND RECITALS: The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

21. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

22. FURTHER ASSURANCES: Each party will execute any additional documents and perform any further acts as may be reasonably required to effect the purposes of this Agreement.

23. ASSURANCES OF NON-DISCRIMINATION: CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

24. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, SUPERINTENDENT is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees, and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without prior written consent of SUPERINTENDENT.

25. DISPUTE RESOLUTION: If a dispute arises out of, or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Tulare County Superintendent of Schools


Date: _____

BY , Deputy
Tulare County Superintendent of Schools
"SUPERINTENDENT"

The first signature must be by the chairperson of the board, president, or any vice-president.

DESMOS

Date: 3/15/17

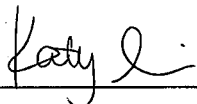
BY 

TITLE CEO
"CONTRACTOR"



The second signature should be signed by the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer unless the contract is also accompanied by a certified copy of the Board of Directors' resolution authorizing the execution of the contract.

Date: 3/15/17

BY 

TITLE Director of Business Development
"CONTRACTOR"

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

Desmos (Michael Fenton) will keynote-adapted from "worksheet to rich task" presentation, tailored partially for 5th grade appropriateness at the CVNIC Retreat at Tenaya Lodge at Yosemite for TCOE on Friday, March 24 through Saturday, March 25, 2017 for Central Valley Networked Improvement Communities (CVNIC).

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide the facilities, arrange catering, coordinate participant attendance and provide hotel stay from March 24-26, 2017 at the Tenaya Lodge at Yosemite for Desmos (Michael Fenton).

3. FEE SCHEDULE:

(Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.)

The contract total for services to be provided shall not exceed **\$2,230.00** including contractor travel and/or other expenses.

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

<i>For office use only</i>	
Vendor #	85097
Req #	193305
PO #	192947

PB
10-22

TULARE COUNTY OFFICE OF EDUCATION
and
DIGITAL PROMISE GLOBAL

AGREEMENT

THIS AGREEMENT, is entered into as of October 18, 2018, between the Tulare County Superintendent of Schools, referred to as **SUPERINTENDENT**, and **DIGITAL PROMISE GLOBAL**, referred to as **CONTRACTOR**, with reference to the following:

- A. **SUPERINTENDENT** requires consulting services to provide ongoing support with working with cloud-based analytics workspace.
- B. **CONTRACTOR** represents that he/she is specially trained, experienced and competent in the field of cloud-based analytics.
- C. Services provided by **CONTRACTOR** will support activities of a grant awarded to the **SUPERINTENDENT**. The purpose of the grant is to improve mathematics teaching and student outcomes.
- D. Government Code section 53060 and Education Code section 35160 authorizes **SUPERINTENDENT** to contract with persons who are specially trained and experienced and competent to perform special services.
- E. **SUPERINTENDENT** wishes to hire **CONTRACTOR** as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.
- F. Pursuant to Education Code section 45103.1(b)(2), the services contracted are not available within the **DISTRICT**, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.

ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This Agreement is approved retroactive to July 1, 2018 through June 30, 2019, and the parties, by signing, ratify that all performances and payments rendered, from July 1, 2018, to the date of execution of this Agreement, have been provided consistently with the terms herein.
- 2. **SERVICES:** **CONTRACTOR** shall provide services as set forth in Exhibit A, entitled "Scope of Services," which exhibit is made part of this Agreement by reference.
- 3. **COST OF SERVICES:** For services rendered, **CONTRACTOR** shall be paid according to the fee schedule set forth in Exhibit A. The total amount payable to **CONTRACTOR** shall not exceed the sum of \$34,560.00.
- 4. **METHOD AND CONDITIONS OF PAYMENT:**
 - a. **CONTRACTOR** shall provide an invoice for services to **SUPERINTENDENT**. **SUPERINTENDENT**, according to the fee schedule set forth in Exhibit A, shall provide and file IRS form 1099 to report **CONTRACTOR'S** calendar year earnings.

b. The payment of compensation for work performed is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. SUPERINTENDENT will not pay anticipated profits or other economic loss.

5. **COMPLIANCE WITH LAW:** CONTRACTOR shall provide services in accordance with applicable federal, state, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. **RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the designated public and/or private auditor of SUPERINTENDENT and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

7. **INSURANCE:**

The insurance provision has been waived in this contract.

8. **INDEPENDENT CONTRACTOR STATUS:**

a. This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of SUPERINTENDENT.

b. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of SUPERINTENDENT. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and SUPERINTENDENT shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not SUPERINTENDENT'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, SUPERINTENDENT will not:

- i. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- ii. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- iii. Withhold state or federal income tax from payments to CONTRACTOR.
- iv. Make disability insurance contributions on behalf of CONTRACTOR.
- v. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

- c. Notwithstanding this independent contractor relationship, SUPERINTENDENT shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

9. FINGERPRINTING REQUIREMENTS:

a. Pursuant to California Education Code section 45125.1, before any agents or employees of CONTRACTOR may enter school grounds or child care center grounds where they may have any contact with children, CONTRACTOR shall submit fingerprints of its employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. CONTRACTOR shall not permit any employee to come in contact with children of the SUPERINTENDENT'S programs until the Department of Justice has ascertained that the CONTRACTOR'S employees have not been convicted of a felony as defined in Education Code section 45122.1.

b. CONTRACTOR shall provide the SUPERINTENDENT with a written list of the names of its employees who may come in contact with children before commencement of work. CONTRACTOR shall certify, in a form provided by the SUPERINTENDENT, in writing to the SUPERINTENDENT, under penalty of perjury, that it has complied with the requirements of Education Code section 45125.1, and that none of its employees who may come in contact with children have been convicted of a felony as defined in Education Code section 45122.1, based upon the information CONTRACTOR has received from the Department of Justice.

c. If CONTRACTOR believes that its employees will have only limited contact with children and should therefore be exempted from these requirements, CONTRACTOR must contact the SUPERINTENDENT with its request for exemption within fifteen (15) days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including, but not limited to the length of time CONTRACTOR will be on school or child care center grounds, whether children will be in proximity to the site where the CONTRACTOR'S employees are working, and whether the CONTRACTOR'S employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the SUPERINTENDENT.

d. The CONTRACTOR shall impose the foregoing requirements on any subcontractors or assignees.

10. INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify SUPERINTENDENT, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including SUPERINTENDENT'S property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against SUPERINTENDENT by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against SUPERINTENDENT alleging civil rights violations by CONTRACTOR under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

11. CONFLICT OF INTEREST:

a. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest or appearance of conflicts of interest, including, but not limited to Government Code section 1090 et seq., and the Political Reform Act, Government Code section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from the making of any decision on behalf of SUPERINTENDENT in which such officer, employee or consultant has direct or indirect financial interest. A violation can occur if the public officer, employee or consultant participates in or influences any SUPERINTENDENT decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

b. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflict of interest laws, it will immediately inform the SUPERINTENDENT'S designated representative and provide all information needed for resolution of this question.

12. TERMINATION:

a. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

b. SUPERINTENDENT will pay to CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination.

i. Without Cause: SUPERINTENDENT shall have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.

ii. With Cause:

(1) This Agreement may be terminated by either party should the other party:

- (a) be adjudged as bankrupt, or
- (b) become insolvent or have a receiver appointed, or
- (c) make a general assignment for the benefit of creditors, or
- (d) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (e) materially breach this Agreement.

(2) For any of the occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of the termination.

(3) Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

- (4) If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.
- (5) SUPERINTENDENT will not pay compensation or make reimbursement to cure a breach arising out of, or resulting from such termination. If the expense of finishing the CONTRACTOR'S Scope of Services exceeds the unpaid balance of the Agreement, CONTRACTOR must pay the difference to SUPERINTENDENT.

c. **Effects of Termination:** Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR'S services have been terminated by SUPERINTENDENT, said termination will not affect any rights of SUPERINTENDENT to recover damages against CONTRACTOR.

d. **Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of SUPERINTENDENT for which CONTRACTOR'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

13. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONTRACTOR and SUPERINTENDENT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

14. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

15. NOTICES:

a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

DISTRICT:

John Rodriguez, Director
Human Resources
Tulare County Office of Education
6200 S Mooney Blvd., P.O. Box 5091
Visalia, CA 93278-5091
Phone No.: (559) 733-6306
Fax No.: (559) 627-4670

With A Copy To:

Patty Blaswich, Director
Internal Business
Tulare County Office of Education
6200 S Mooney Blvd., P.O. Box 5091
Visalia, CA 93278-5091
Phone No.: (559) 733-6691
Fax No.: (559) 733-6570

CONTRACTOR:

DIGITAL PROMISE GLOBAL
1001 Connecticut Ave NW, #935
Washington, DC 20036
Phone No.: (202) 450-3675

b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.

16. CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

17. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

18. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made and shall be performed in Tulare County, California.

19. WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

20. EXHIBITS AND RECITALS: The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

21. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

22. FURTHER ASSURANCES: Each party will execute any additional documents and perform any further acts as may be reasonably required to effect the purposes of this Agreement.

23. ASSURANCES OF NON-DISCRIMINATION: CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

24. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, SUPERINTENDENT is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees, and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without prior written consent of SUPERINTENDENT.

25. DISPUTE RESOLUTION: If a dispute arises out of, or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date: 12/21/18

Tulare County Superintendent of Schools

BY [Signature], Deputy
Tulare County Superintendent of Schools
"SUPERINTENDENT"

DIGITAL PROMISE GLOBAL

The first signature must be by the chairperson of the board, president, or any vice-president.

Date: _____

BY _____

TITLE _____
"CONTRACTOR"

The second signature should be signed by the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer unless the contract is also accompanied by a certified copy of the Board of Directors' resolution authorizing the execution of the contract.

Date: 10.31.2018

BY KPSmithe

TITLE Chief Operating Officer
"CONTRACTOR"

Tulare County Office of Education

Committed to Students, Support and Service

Attachment II

TULARE COUNTY OFFICE OF EDUCATION CONTRACTOR'S CERTIFICATE

(LIMITED OR NO STUDENT CONTACT)
REGARDING FINGERPRINTING REQUIREMENTS

Michelle Montoya School Safety Act (Education Code Section 45125.1)

Jim Vidak
County
Superintendent
of Schools

2637 W. Burrel Ave.
P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
www.tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6312
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

**Instructional
Services**
(559) 733-6328
fax (559) 737-4378

Special Services
(559) 730-2910
fax (559) 730-2511

State of California)
) ss
County of Tulare)

Proper Name of Contractor: Digital Promise Global
Supervisor/Foreman Name: Andrew Krumm
Start Date: 9/1/18
Completion Date: 6/30/18
Location of Work: San Mateo, CA
Hours of Work: 256
Number of Employees on the Job: 1
Location of All Employees: San Mateo, CA
School Employees Present at Work Location: N/A
Pupils Present at Work Location: N/A

I acknowledge that pursuant to Education Code § 45125.1 the services provided by me are either of a limited nature of student contact or involve no contact with pupils. As such my employees do not need to have background checks per Education Code 45125.1.

SITUATIONS:

1. Contractor (including employees) will have no contact with pupils.
2. Contractor (including employees) will have limited contact with students.
One or more of the following conditions must be met to meet the definition of limited contact:
 - Delivery of goods or service is made directly to non-classroom location on campus.
 - Delivery of goods or service is made before or after school hours.
 - Delivery of goods or service is made when school is not in session, i.e. weekend, holiday, vacation break.
 - Delivery of goods or services is made only one to three times in a year and is not made on a yearly service contract.

If situation number 2 applies, list in detail the steps that are to be taken to protect the safety of pupils who may come in contact with the contractor's employees.

Safety Steps (explain in detail): _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Digital Promise Global

Proper Name of the Contractor

Tax Identification Number
By: Kathryn Petrillo-Smith

KPSmith
Signature of CONTRACTOR

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

• Design, conduct and document network analyses

- ❖ Ongoing analyses based on network need timed to be shared at network meetings
- ❖ Basic analysis and review of existing surveys and instruments with recommendations for adjustments September 1, 2018
- ❖ Basic psychometric analysis of mindset survey and formative assessment data (descriptive, factor and cluster analysis) Sept 20, 2018
- ❖ Student-level variation analysis Dec 5, 2018
- ❖ Classroom-level variation analysis February 5, 2019
- ❖ Testing network's "theory" analyses April 30, 2019

• General analytic advising for the Hub and network

- ❖ Participate in analytic team meetings
- ❖ Attend Hub consolidation meetings (as needed)
- ❖ Attend strategic planning or network meetings (as needed)

• Platform

- ❖ Support the network in working with cloud-based analytics workspace

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

- ❖ Superintendent will provide the facilities, arrange catering, coordinate participant attendance.

3. FEE SCHEDULE:

(Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.)

- ❖ The contract total for services to be provided shall not exceed **\$34,560.00 including contractor travel and/or other expenses**. Payment will be made within **30 days** of approved invoice.

Suggested Billing Quarterly:

- October 1, 2018: \$8,640
- December 15, 2018: \$8,640
- March 31, 2019: \$8,640
- June 30, 2019: \$8,640

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration

(559) 733-6301
fax (559) 627-5219

Business Services

(559) 733-6474
fax (559) 737-4378

Human Resources

(559) 733-6306
fax (559) 627-4670

Instructional Services

(559) 302-3633
fax (559) 739-0310

Special Services

(559) 730-2910
fax (559) 730-2511

Main Locations

**Administration
Building & Conference
Center**
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave 264
Visalia

August 31, 2022

Fresno County Superintendent of Schools
Attn: Jim Yovino
E-mail: jyovino@fcoe.org
1111 Van Ness Ave
Fresno, CA 9721

Mr. Jim Yovino:

Attached is your Agency Agreement from the program: Educational Resource Services

Please sign and return either by e-mail or by mail to:

E-mail: jodya@tcoe.org
CC: psolanki@tcoe.org

OR

Mail: Tulare County Office of Education
Attn: Jody Arriaga, Director of Internal Business Services
P.O. Box 5091
Visalia, Ca 93278-5091

Please feel free to contact me if you have any questions. Thank you.

Sincerely,



Jody Arriaga

Internal Business Director | 559-730-2751 | jodya@tcoe.org

AGENCY AGREEMENT 230290

THIS AGREEMENT, is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT** and **Fresno County Superintendent of Schools**, referred to as **AGENCY**.

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become

effective as

7/18/2022

and shall expire on .

6/30/2023

2. SERVICES: AGENCY shall provide services as set forth: (See attached Scope of Services - Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)

3. COST OF SERVICES: SUPERINTENDENT shall pay AGENCY for the actual cost of such services to the extent they are allowable not to exceed the sum of

sum of \$ 35,000.00

4. METHOD OF PAYMENT:

- a. **AGENCY must submit itemized invoices to SUPERINTENDENT** for the cost of the services.
- b. **AGENCY** is responsible for maintaining verifiable records for all expenditures.

5. INDEMNIFICATION: SUPERINTENDENT and AGENCY shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of **SUPERINTENDENT** or **AGENCY** or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. TERMINATION: Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

THE PARTIES, having read and considered the above provisions indicate their agreement by their authorized signatures below.

AGENCY
Jim Yovino, Superintendent of Schools
Fresno County Superintendent of Schools
1111 Van Ness Avenue
Fresno, CA 93721

SUPERINTENDENT
Tim A. Hire, Superintendent
Tulare County Superintendent of
Schools
Tulare County Office of Education
P.O. Box 5091
Visalia CA 93278-5091

SUPERINTENDENT

Signature

Tim A Hire

Date

8/24/2022

AGENCY

Signature

Sign

Date

TCOE Program Information

Contact Person:

Caroline Koontz

Telephone:

559.651.0548

Department/Program: Educational Resource Services (ERS)

Please return an original copy to:

Tulare County Office of Education
ATTN: Internal Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091

SCOPE OF SERVICES - EXHIBIT A

1. RESPONSIBILITIES OF AGENCY:

(Please provide a detailed description of services and deliverables to be provided by Fresno County Superintendent of Schools.)

AGENCY RESPONSIBILITIES

- i. AGENCY will actively participate in the activities of the CVNIC: College-Ready Network by engaging in Convening Run-Through Meetings, Data Consolidation Coaches Huddles, External Partner Meetings, and Network Convenings, for a total of 9 days. AGENCY will fund staff salaries and benefits to support coaches in attending Professional Learning opportunities in Mathematics, Counseling, and Equity with the funding allocation referred to in item in the Fee schedule.
- ii. AGENCY will arrange and facilitate on-site improvement coaching for CVNIC: College-Ready Network for each Site Improvement Team for session coaching 7 sessions per site team.
- iii. AGENCY will document their coaching with Site Improvement Teams in the Knowledge Management Platform by providing the CVNIC: College-Ready Network Hub with a list of coaching session participants along with team learnings and progress which will be utilized in future planning sessions
- iv. AGENCY will participate in the on-boarding of districts to the Core Data System.

2. RESPONSIBILITIES OF SUPERINTENDENT:

(Please provide a list of items The Tulare County Superintendent of Schools will furnish.)

SUPERINTENDENT RESPONSIBILITIES

- i. SUPERINTENDENT staff will coordinate the activities of the CVNIC: College-Ready Network including Convening Run-Through Meetings, Data Consolidation Coaches Huddles, External Partner Meetings, Network Convenings, and Professional Learning.
- ii. SUPERINTENDENT staff will coordinate collaborative planning for CVNIC: College-Ready Network improvement coaches.
- iii. SUPERINTENDENT will arrange logistics for all CVNIC: College-Ready Network virtual events via Zoom and will provide communication about these events to all participants in the network.
- iv. SUPERINTENDENT will coordinate the on-boarding to the Core Data System for districts that join CVNIC College-Ready and include a county office representative to join the onboarding process. In addition, CVNIC College-Ready data will be shared with the county office.

FEE SCHEDULE

The contract total for services to be provided are estimated to be

SUPERINTENDENT will reimburse **AGENCY** up to the amount of \$35,000.

AGENCY will invoice **SUPERINTENDENT** at the end of each quarter.

b. **AGENCY** has been allocated \$16,000 to support **AGENCY** staff's attendance at CVNIC: College-Ready events. **AGENCY** has been allocated funds to support coaching in the amount of \$5,000 per site for up to 2 sites for agency staff to coach each Site Improvement Team.

c. **AGENCY** has been allocated up to the amount of \$9,000 to support **AGENCY** staff's (2 coaches) attendance at professional learning conferences to build capacity in Mathematics, Equity, and Counseling. **AGENCY** will be responsible to pay for registration fees, meals, lodging, and transportation. **AGENCY** must submit an itemized reimbursement for conference registration and hotel expenses.

SUPERINTENDENT will reimburse for conference registration and hotel expenses upon the receipt of the invoice.

including travel or other expenses.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Exhibit (A)

Exhibit (B)

Exhibit (C)

Exhibit (D)

Tulare County
Office of Education
Tim A. Hire, County Superintendent of Schools

PO#: 231659

TULARE COUNTY SUPERINTENDENT OF SCHOOLS
AND
Hatching Results, LLC
AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is entered into as of 7/1/2022 between TULARE COUNTY SUPERINTENDENT OF SCHOOLS, referred to as SUPERINTENDENT, and Hatching Results, LLC, referred to as CONTRACTOR, with reference to the following:

- A. The parties entered into an Agreement on 07/01/2022 to 06/30/2023.
- B. The parties now desire to amend the fees of the existing contract.

ACCORDINGLY, IT IS AGREED:

The fees will be increased by \$4,500. The fee schedule has been updated to include four quarterly installments of \$18,250. Therefore, we are requesting the additional service amount be added to the existing contract for fiscal year 2022-2023; the total contract shall not exceed \$73,000.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

Date: 8/30/2022

By Chris Meyer, Deputy
Tulare County Superintendent of Schools
"SUPERINTENDENT"

Hatching Results, LLC

Date: 8/30/2022

By JRS4 HA JC4
"CONTRACTOR"

Budget Number: 010-58310-1-49000-40000-5800-000-00-0000 – 100% of fee increase

Program Contact Person: Samantha Tate/ Caroline Koontz

Amendment 8.10.22

EXHIBIT A
SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:
(Please provide a detailed description of services and deliverables to be provided by contractor.)

- 3 Virtual Counselor Network Meetings
- 2 Full In-Person Days of Professional Learning
- 6 Virtual Consultation Hours with 1 PL specialist and CVNIC CR leadership
- 6 Virtual Consultation Hours for attendance and participation at three network meetings
- 28 virtual coaching hours for Network and site support

See the attachment from Hatching Results for more details.

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:
(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide facilities and coordinate participant attendance.

3. FEE SCHEDULE:

The Contract Total for Services to be provided shall not exceed \$73,000 including contractor travel or other expenses.

Four equal quarterly installments of \$18.250

- September 1, 2022
- December 1, 2022
- March 1, 2023
- June 1, 2023

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

ORIGINAL

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

- 3 Virtual Counselor Network Meetings
- 2 Full In-Person Days of Professional Learning
- 6 Virtual Consultation Hours with 1 PL specialist and CVNIC CR leadership
- 28 virtual coaching hours for Network and site support

See the attachment from Hatching Results for more details.

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide facilities and coordinate participant attendance.

3. FEE SCHEDULE:

The Contract Total for Services to be provided shall not exceed \$68,500 including contractor travel or other expenses.

Four equal quarterly installments of \$17,125:

- September 1, 2022
- December 1, 2022
- March 1, 2023
- June 1, 2023

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

ORIGINAL

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Service Plan Costs

The following pricing structure is unique to your county and the scope of work indicated. Costs are inclusive of travel costs where applicable, time for preparation, planning, and delivery of services by two Professional Learning Specialists (unless otherwise specified in the table below) as well as online access to training materials and resources. For scheduling, please plan for a full day of direct service wherever possible. **NOTE: Pricing is subject to change. This proposal is valid for 60 days from this date.**

PROPOSED SERVICE PLAN SY22-23	
Professional Learning (PL)	3 Virtual Counselor Network Meetings (up to 1 hour each)
	2 Full In-Person Days of Professional Learning with Tulare & Kings Counties Counselors and CVNIC Network Counselors and Coaches. Includes 2 PL Specialists, an hour of pre-training consultation, "toolkit" slide presentations, "action period" activities, evaluation, and follow up reports. Inclusive of preparation and travel expenses.
Consultation & Coaching	6 Virtual Consultation Hours w/ 1 PL Specialist and CVNIC leadership to support the Network progress and goals, prep for PD, and/or debrief.
	6 Virtual Consultation Hours w/ 1 PL Specialist for attendance and participation at 3 CVNIC Network meetings.
	28 Virtual Coaching Hours (to be scheduled in full days to the extent possible) with 2 PL Specialists which can be used by CVNIC partners, site teams, and/or administrators to check-in on progress in between PDs and provide site-specific support.
Cost Per Academic Year: \$73,000	

The professional learning service plan proposed here can be further customized to meet your needs and budget simply by increasing/decreasing the amount of professional learning and consultation provided or adding other services. View the **Overview of Services Guide** [here](#), the **Overview of RAMP Support Services** [here](#), and the **Overview of Antiracist Professional Learning** [here](#).

Proposed Fee Schedule

Four equal quarterly installments of \$18,250:

- September 1, 2022
- December 1, 2022
- March 1, 2023
- June 1, 2023

We look forward to working with you and supporting your efforts to improve the delivery of data-driven, comprehensive school counseling programs in your schools. If you have questions on this proposal or wish to proceed with discussing a contract, contact Lisa De Gregorio, Director of Operations, at your convenience at office@hatchingresults.com or (707) 497-4395. To further discuss a service plan, please contact the Lead Professional Learning Specialist or Whitney Triplett, Executive Director of Professional Learning, at whitney@hatchingresults.com.

HATCHING RESULTS® PROPOSAL FOR SERVICES 2022-2023

Tulare County Office of Education, CA - "CVNIC"



Prepared By: Terri Tchorzynski, Director of Professional Learning &
Whitney Triplett, Executive Director of Professional Learning
March 4, 2022 | Revised August 3, 2022

Thank you for your continued interest in Hatching Results and investment in improving school counseling programs! The work of designing a comprehensive data-driven school counseling program requires an intensive commitment of time and talent. Hatching Results is the [premier organization](#) for designing and delivering high-quality, evidence-based professional learning for school counselors and administrators on the school counselors' role in a multi-tiered system of supports, the use of data to drive and evaluate the counseling program, conducting root-cause analysis, the delivery of evidence-based, tiered interventions, and establishing effective district-wide systems and leadership practices. Learn more about our team of Professional Learning Specialists [here](#).

School counselors are uniquely trained to work within a framework of a [multi-tiered system of supports](#) that is inclusive of their role in students' academic, college and career, and social-emotional development. School counselors support the needs of ALL students, focusing on special populations and collaborating with teachers to mitigate learning loss among students by conducting assessment and evidence-based activities, improving student engagement, and supporting family and community engagement. Their services assist students who are experiencing trauma, mental/emotional unwellness, academic challenge, and postsecondary planning struggles.

Professional Learning Outcomes

Typically, full implementation of a school counseling program aligned with the [ASCA National Model](#), a Multi-Tiered, Multi-Domain System of Supports, the use of data, and evidenced-based practices takes a minimum of three years. Our evaluation process will contribute to future professional learning recommendations and guide the implementation of the service plan throughout. We will continue to create measurable objectives, determine intervention strategies, and clearly define measurable outcomes together.

By the end of the professional learning series, participants will be able to:

- Service students and families more proactively and efficiently through a multi-tiered system of supports
- Utilize more specific data to drive their program, curriculum, and interventions
- Build a robust school counseling curriculum that aligns with state and national standards and student competencies
- Experience greater consistency and equity in access between and among schools within the district in what students receive from the school counseling program
- Witness more legitimacy and understanding of the role of school counselors through the evaluation of outcomes and shared school counseling program results

Service Plan Proposal

The service proposal for the next academic year that follows has been drafted based on our understanding about desired objectives and our recommendations for continuation. It can be modified to meet the challenges of these uncertain times or budget parameters. Fees are related to the level of direct services provided by Hatching Results, the number of participants, and level of data analysis and reporting. Our solutions can be funded through ESSER to help your district maintain a high-quality learning environment to mitigate learning loss as a result of COVID-19. Learn more about what's available for TK-12 schools [HERE](#).

**TULARE COUNTY SUPERINTENDENT OF SCHOOLS
INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT**

This INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT ("Agreement") is made and entered into, effective 7/1/2022 (the "Effective Date"), by and between the Tulare County Superintendent of Schools ("SUPERINTENDENT") and Hatching Results, LLC ("CONTRACTOR"), with reference to the following:

A. SUPERINTENDENT requires consulting services to develop:

Consultant to support the Network aims and will facilitate a professional learning series.

B. CONTRACTOR is specially trained, experienced and competent in the field of:

Leadership, training, and consultation to improve school counseling for K-12 outcomes.

C. Government Code section 53060 and Education Code section 35160 authorizes SUPERINTENDENT to contract with persons who are specially trained and experienced and competent to perform special services.

D. SUPERINTENDENT wishes to hire CONTRACTOR as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.

E. Grant Funded

Yes, Grant Name: Bill and Melinda Gates Foundation NSI Network

Grant Type: _____

No

F. Pursuant to Education Code section:

45103.1(b)(1), the contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.

45103.1(b)(2), the services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.

45103.1(b)(3), the services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.

45103.1(b)(4), the policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

- 45103.1(b)(5), the nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work.
- 45103.1(b)(6), the contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- 45103.1(b)(7), the services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

ACCORDINGLY, IT IS AGREED:

1. **Contractor Services.** CONTRACTOR shall provide services ("Services"), as set forth in Exhibit A, entitled "Scope of Services," which exhibit is made part of this Agreement by reference.
2. **Contractor Qualifications.** CONTRACTOR represents and warrants to SUPERINTENDENT that CONTRACTOR, and all of CONTRACTOR's employees, agents or volunteers (the "CONTRACTOR Parties"), have in effect and shall maintain in full force throughout the term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. CONTRACTOR, and any CONTRACTOR Parties, performing services shall be competent to perform those services.
3. **Term.** This Agreement shall begin on 7/1/2022, and shall terminate upon completion of the Services, but no later than 6/30/2023 ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the SUPERINTENDENT or designee shall be sufficient to stop further performance of the Services by CONTRACTOR, or the CONTRACTOR Parties. In the event of early termination, CONTRACTOR shall be paid for satisfactory Services performed to the date of termination. Upon payment by SUPERINTENDENT, SUPERINTENDENT shall be under no further obligation to CONTRACTOR, monetarily or otherwise, and SUPERINTENDENT may proceed with the work in any manner SUPERINTENDENT deems proper.
4. **Termination.** SUPERINTENDENT may terminate this Agreement at any time by giving thirty (30) days advance written notice to CONTRACTOR. Notwithstanding the foregoing, SUPERINTENDENT may immediately terminate this Agreement at any time by service of written notice to CONTRACTOR:
 - a. if CONTRACTOR materially breaches any of the terms of this Agreement,
 - b. if any act or omission of CONTRACTOR or the CONTRACTOR Parties exposes SUPERINTENDENT to potential liability or may cause an increase in SUPERINTENDENT's insurance premiums,
 - c. CONTRACTOR is adjudged as bankrupt,
 - d. CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed because of CONTRACTOR's insolvency.
5. **Cost of Services.** For services rendered, CONTRACTOR shall be paid according to the fee schedule set forth in Exhibit B, entitled "Fee Schedule," which exhibit is made part of this Agreement by reference. The total amount payable to CONTRACTOR shall not exceed the sum of \$ 17,125.00.

6. Method and Conditions of Payment

- a. CONTRACTOR shall provide an invoice for services to SUPERINTENDENT. SUPERINTENDENT, according to the fee schedule set forth in Exhibit B, shall provide and file IRS form 1099 to report CONTRACTOR'S calendar year earnings.
- b. The payment of compensation for work performed is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement.

7. Headings. Section headings are provided for organizational purposes only, and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

8. Indemnity. CONTRACTOR shall defend, indemnify, and hold harmless SUPERINTENDENT and its agents, representatives, officers, consultants, employees, and the Tulare County Board of Education (individually and collectively, the "SUPERINTENDENT Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs, including fees of consultants) of any kind, nature and description (collectively, the "Claims"), directly or indirectly arising out of or connected with, the performance by CONTRACTOR, the CONTRACTOR Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform CONTRACTOR's obligations under this Agreement, including, but not limited to CONTRACTOR's or the CONTRACTOR Parties' performance of the Services, CONTRACTOR's or the CONTRACTOR Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to persons or damage to property or delay or damage to the SUPERINTENDENT or the SUPERINTENDENT Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. CONTRACTOR's defense and indemnity obligations under this section shall arise immediately upon the filing and/or service of any claim or action against SUPERINTENDENT arising under this Agreement, and shall extend to all such claims or actions except those based on the sole negligence or willful misconduct of SUPERINTENDENT. The indemnification provided for in this section also includes any claims that may be made against the SUPERINTENDENT by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement, and any claims made against SUPERINTENDENT alleging civil rights violations by CONTRACTOR under the California Fair Employment and Housing Act or similar administrative body. This indemnification obligation shall continue beyond the Term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

9. Construction. This Agreement reflects the contributions of both parties and accordingly, the provisions of California Civil Code § 1654 will not apply to address and interpret any uncertainty.

10. Insurance. Prior to approval of this Agreement by SUPERINTENDENT, CONTRACTOR shall file with the SUPERINTENDENT evidence of the required insurance as set forth in Exhibit C, entitled "Insurance Requirements," which exhibit is made part of this Agreement by reference.

11. Independent Contractor Status. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and the CONTRACTOR Parties shall not be considered officers, employees, agents, partners, or joint venturers of SUPERINTENDENT, and are not entitled to benefits of any kind or nature provided to employees of SUPERINTENDENT, and/or to which SUPERINTENDENT's employees are entitled. CONTRACTOR

agrees to advise everyone it designates or hires to perform any duty under this Agreement, that they are not employees of SUPERINTENDENT.

12. **Taxes.** All payments made by SUPERINTENDENT to CONTRACTOR pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. SUPERINTENDENT will not withhold any money from fees payable to CONTRACTOR, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. 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 and the CONTRACTOR Parties and otherwise in connection with this Agreement.

13. **Fingerprinting/Criminal Background Investigation Certification.** CONTRACTOR and the CONTRACTOR Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to SUPERINTENDENT the following:

A. CONTRACTOR and the CONTRACTOR Parties shall **have no contact** (as determined by SUPERINTENDENT) with SUPERINTENDENT students at all times during the Term of this Agreement.

B. CONTRACTOR and the CONTRACTOR Parties shall **only have limited contact** (as determined by SUPERINTENDENT) with SUPERINTENDENT students at all times during the Term of this Agreement. [Attach and sign additional pages, as needed.]

C. The following CONTRACTOR and CONTRACTOR Parties have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement. [Attach and sign additional pages, as needed.]

D. (Required only if Box 13.C is checked.) All of the CONTRACTOR and CONTRACTOR Parties noted above, at no cost to SUPERINTENDENT, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these CONTRACTOR and CONTRACTOR Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

CONTRACTOR further agrees and acknowledges that if at any time during the Term of this Agreement, CONTRACTOR learns or becomes aware of additional information which differs in any way from the representations set forth above, or CONTRACTOR or CONTRACTOR Parties add personnel, CONTRACTOR shall immediately notify SUPERINTENDENT and prohibit any new personnel from having any contact with SUPERINTENDENT students until the fingerprinting and background check requirements have been satisfied, and SUPERINTENDENT determines whether any contact is permissible.

14. Tuberculosis Certification. CONTRACTOR and the CONTRACTOR Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to SUPERINTENDENT the following:

- A. CONTRACTOR and CONTRACTOR Parties shall **have no contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.
- B. CONTRACTOR and CONTRACTOR Parties shall **only have limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.
- C. The following CONTRACTOR and CONTRACTOR Parties shall have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement and, at no cost to SUPERINTENDENT, have received a TB test in full compliance with the requirements of Education Code section 49406. [Attach and sign additional pages, as needed.]

CONTRACTOR shall maintain on file the certificates showing that the CONTRACTOR and CONTRACTOR Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by CONTRACTOR, and shall be available to SUPERINTENDENT upon request or audit.

CONTRACTOR further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by CONTRACTOR and CONTRACTOR Parties, are subject to the TB certification requirements and shall be prohibited from having any contact with SUPERINTENDENT students until the TB certification requirements have been satisfied and SUPERINTENDENT determines whether any contact is permissible.

15. Confidential Information. CONTRACTOR shall maintain the confidentiality of, and protection from unauthorized disclosure, any and all individual student information received from the SUPERINTENDENT, including but not limited to student names and other identifying information. CONTRACTOR shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, CONTRACTOR shall turn over to SUPERINTENDENT all educational records related to the services provided to any SUPERINTENDENT student pursuant to this Agreement.

16. Assignment/Successors and Assigns. SUPERINTENDENT is relying on the skill, training, and experience of CONTRACTOR and its employees, and as such CONTRACTOR shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of SUPERINTENDENT. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of CONTRACTOR.

17. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or the parties agree that any such provision is in conflict with any applicable code or regulation governing the subject, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written agreement signed by both parties.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the SUPERINTENDENT.

20. **Written Notice.** Except as otherwise required by law, including, but not limited to, the claim presentation provisions contained in California Government Code § 900, et seq., written notice under this Agreement shall be deemed to have been duly served if delivered in person to CONTRACTOR at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

21. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to, fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. CONTRACTOR agrees that it shall comply with all legal requirements for the performance of duties under this Agreement, and that failure to do so shall constitute material breach.

22. **Non-Discrimination.** CONTRACTOR shall not discriminate in employment, or in the provision of services under this Agreement, on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation, and as prescribed in California Government Code § 12900, et seq., and California Labor Code § 1735, including, but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status.

23. **Liability of SUPERINTENDENT.** Notwithstanding anything stated herein to the contrary, SUPERINTENDENT shall not be liable for any special, consequential, indirect, or incidental damages, including, but not limited to, any lost, past, and/or anticipated profits or other economic loss that may be claimed by CONTRACTOR in connection with this Agreement.

24. **Time.** Time is of the essence to this Agreement.

25. **Waiver.** No delay or omission by SUPERINTENDENT in exercising any right under this Agreement shall operate as a waiver of that or any other right, and no single or partial exercise of any right shall preclude the SUPERINTENDENT from any or further exercise of any right or remedy. Furthermore, the failure of SUPERINTENDENT to insist on strict compliance with any provision of this Agreement will not

be considered a waiver of any right to do so.

26. **Records and Audit.** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, CONTRACTOR shall make such records available to SUPERINTENDENT for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

27. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein, and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

28. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

29. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

30. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

31. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

SUPERINTENDENT:

Tulare County Superintendent of Schools
DocuSigned by:
By: Chris Meyer 8/30/2022
Name: Chris Meyer
Title: Director, Human Resources

Address for SUPERINTENDENT Notices:

6200 S. Mooney Blvd., P.O. Box 5091
Visalia, Ca 93278-5091
Phone No.: (559) 733-6306
Fax No.: (559) 627-4670

CONTRACTOR:

Hatching Results, LLC
DocuSigned by:
By: JRLS# HAJE# 8/30/2022
Name: TRISH HATCH
Title: President and CEO

Address for CONTRACTOR Notices:

2907 Shekter Island Dr # 150-287
San Diego Ca 92106
Phone No.: (707) 497-4395
Email: admin@hatchingresults.com

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:
(Please provide a detailed description of services and deliverables to be provided by contractor.)

- 3 Virtual Counselor Network Meetings
- 2 Full In-Person Days of Professional Learning
- 6 Virtual Consultation Hours with 1 PL specialist and CVNIC CR leadership
- 28 virtual coaching hours for Network and site support

See the attachment from Hatching Results for more details.

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:
(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide facilities and coordinate participant attendance.

3. FEE SCHEDULE:

The Contract Total for Services to be provided shall not exceed \$68,500 including contractor travel or other expenses.

Four equal quarterly installments of \$17,125:

- September 1, 2022
- December 1, 2022
- March 1, 2023
- June 1, 2023

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Tulare County Office of Education

Tim A. Hire, County Superintendent of Schools

Tim A. Hire
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

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tcoe.org

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Main Locations

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Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
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11535 Ave. 264
Visalia

INDEPENDENT CONTRACTOR PROVISIONS

(To be completed and signed by an individual or agent of entity.)

Please provide the following information and sign the statement at the bottom of the page.

Name of Independent Contractor or Entity:

Hatching Results, LLC

Tax Identification Number: [REDACTED]

Address: 2907 Shelter Island Dr #150-287

City: San Diego

State: CA

Zip: 92106

Phone: (707) 497-4395

E-mail: admin@hatchingresults.com

Type of Organization (check one):

- Individual
- Sole Proprietor
- Corporation
- Partnership
- Limited Liability Company
- Other

.....

I, Hatching Results, LLC, agree to provide services as an independent contractor for Tulare County Office of Education. I declare that, pursuant to applicable IRS and state tax codes, I am an independent contractor and not an employee of Tulare County Office of Education. I will be responsible for my own income tax reporting and workers' compensation.

Danielle Duarte
Signature of Individual or Agent of Entity

Jun 21 2022
Date

HATCHING RESULTS® PROPOSAL FOR SERVICES 2022-2023

Tulare County Office of Education, CA - "CVNIC"



Prepared By: Terri Tchorzynski, Director of Professional Learning &
Whitney Triplett, Executive Director of Professional Learning

March 4, 2022

Thank you for your continued interest in Hatching Results and investment in improving school counseling programs! The work of designing a comprehensive data-driven school counseling program requires an intensive commitment of time and talent. Hatching Results is the [premier organization](#) for designing and delivering high-quality, evidence-based professional learning for school counselors and administrators on the school counselors' role in a multi-tiered system of supports, the use of data to drive and evaluate the counseling program, conducting root-cause analysis, the delivery of evidence-based, tiered interventions, and establishing effective district-wide systems and leadership practices. Learn more about our team of Professional Learning Specialists [here](#).

School counselors are uniquely trained to work within a framework of a [multi-tiered system of supports](#) that is inclusive of their role in students' academic, college and career, and social-emotional development. School counselors support the needs of ALL students, focusing on special populations and collaborating with teachers to mitigate learning loss among students by conducting assessment and evidence-based activities, improving student engagement, and supporting family and community engagement. Their services assist students who are experiencing trauma, mental/emotional unwellness, academic challenge, and postsecondary planning struggles.

Professional Learning Outcomes

Typically, full implementation of a school counseling program aligned with the [ASCA National Model](#), a Multi-Tiered, Multi-Domain System of Supports, the use of data, and evidenced-based practices takes a minimum of three years. Our evaluation process will contribute to future professional learning recommendations and guide the implementation of the service plan throughout. We will continue to create measurable objectives, determine intervention strategies, and clearly define measurable outcomes together.

By the end of the professional learning series, participants will be able to:

- Service students and families more proactively and efficiently through a multi-tiered system of supports
- Utilize more specific data to drive their program, curriculum, and interventions
- Build a robust school counseling curriculum that aligns with state and national standards and student competencies
- Experience greater consistency and equity in access between and among schools within the district in what students receive from the school counseling program
- Witness more legitimacy and understanding of the role of school counselors through the evaluation of outcomes and shared school counseling program results

Service Plan Proposal

The service proposal for the next academic year that follows has been drafted based on our understanding about desired objectives and our recommendations for continuation. It can be modified to meet the challenges of these uncertain times or budget parameters. Fees are related to the level of direct services provided by Hatching Results, the number of participants, and level of data analysis and reporting. Our solutions can be funded through ESSER to help your district maintain a high-quality learning environment to mitigate learning loss as a result of COVID-19. Learn more about what's available for TK-12 schools [HERE](#).

Service Plan Costs

The following pricing structure is unique to your county and the scope of work indicated. Costs are inclusive of travel costs where applicable, time for preparation, planning, and delivery of services by two Professional Learning Specialists (unless otherwise specified in the table below) as well as online access to training materials and resources. For scheduling, please plan for a full day of direct service wherever possible. **NOTE: Pricing is subject to change. This proposal is valid for 60 days from this date.**

PROPOSED SERVICE PLAN SY22-23	
Professional Learning (PL)	3 Virtual Counselor Network Meetings (up to 1 hour each) \$6,000
	2 Full In-Person Days of Professional Learning with Tulare & Kings Counties Counselors and CVNIC Network Counselors and Coaches. Includes 2 PL Specialists, an hour of pre-training consultation, "toolkit" slide presentations, "action period" activities, evaluation, and follow up reports. Inclusive of preparation and travel expenses. \$30,000
Consultation & Coaching	6 Virtual Consultation Hours w/ 1 PL Specialist and CVNIC leadership to support the Network progress and goals, prep for PD, and/or debrief. \$4,500k
	28 Virtual Coaching Hours (to be scheduled in full days to the extent possible) with 2 PL Specialists which can be used by CVNIC partners, site teams, and/or administrators to check-in on progress in between PDs and provide site-specific support. \$28,000
Cost Per Academic Year: \$68,500	

The professional learning service plan proposed here can be further customized to meet your needs and budget simply by increasing/decreasing the amount of professional learning and consultation provided or adding other services. View the **Overview of Services Guide** [here](#), the **Overview of RAMP Support Services** [here](#), and the **Overview of Antiracist Professional Learning** [here](#).

Proposed Fee Schedule

Four equal quarterly installments of \$17,125:

- September 1, 2022
- December 1, 2022
- March 1, 2023
- June 1, 2023

We look forward to working with you and supporting your efforts to improve the delivery of data-driven, comprehensive school counseling programs in your schools. If you have questions on this proposal or wish to proceed with discussing a contract, contact Lisa De Gregorio, Director of Operations, at your convenience at office@hatchingresults.com or (707) 497-4395. To further discuss a service plan, please contact the Lead Professional Learning Specialist or Whitney Triplett, Executive Director of Professional Learning, at whitney@hatchingresults.com.

Tulare County Office of Education
Committed to Students, Support & Service

Attachment I

Tim A. Hire
County Superintendent of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
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Main Locations

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Visalia

Liberty Center/ Planetarium & Science Center
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Visalia

CONTRACTOR'S CERTIFICATE
REGARDING FINGERPRINTING REQUIREMENTS
Michelle Montoya School Safety Act (Education Code Section 45125.1)

State of California)
County of Tulare) ss

- 1. I acknowledge that pursuant to Education Code § 45125.1(g), I shall not permit any employee to come in contact with pupils of the school district until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code § 45122.1.
- 2. I have submitted fingerprints of all of my employees who may come in contact with pupils of the school district, as required by Education Code § 45125.1(a) and (d), to the Department of Justice to ascertain whether any of my employees has a pending criminal proceeding for a felony as defined in Education Code § 45122.1 or has been convicted of a felony as defined in Education Code § 45122.1.
- 3. I have received, as of the time of my signature on this document, a telephone or written response from the Department of Justice.
- 4. I hereby certify that none of my employees who may come in contact with pupils has a pending criminal proceeding for a felony as defined in Education Code § 45122.1, nor has ever been convicted of a felony as defined in Section 45122.1.
- 5. The names of each employee who may come in contact with pupils are listed on the attached sheet.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

TRISH HATCH
Name of the Contractor

DocuSigned by:
By: Trish Hatch
Signature of CONTRACTOR

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

Tulare County Office of Education

Committed to Students, Support & Service

Attachment I Continued
List of Names of Employees
Who have been fingerprinted

Tim A. Hire
County
Superintendent
of Schools

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Visalia

CONTRACTOR'S CERTIFICATE REGARDING FINGERPRINTING REQUIREMENTS Michelle Montoya School Safety Act (Education Code Section 45125.1)

State of California)
) ss
County of Tulare)

List of names of employees who have been fingerprinted and cleared by the Department of Justice.

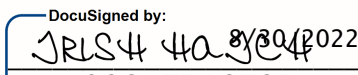
1. N/A
2. N/A
3. N/A
4. N/A
5. N/A
6. N/A
7. N/A
8. N/A
9. N/A
10. N/A
11. N/A
12. N/A

*Type N/A on
additional or
all lines if
not
applicable

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

TRISH HATCH

Name of the Contractor

By:  8/30/2022
Signature of CONTRACTOR

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

Tulare County Office of Education

Attachment II

Committed to Students, Support & Service

Tim A. Hire
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

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11535 Ave. 264
Visalia

CONTRACTOR'S CERTIFICATE
(LIMITED OR NO STUDENT CONTACT)
REGARDING FINGERPRINTING REQUIREMENTS
Michelle Montoya School Safety Act (Education Code Section 45125.1)

State of California)
County of Tulare) ss

Hatching Results

Proper Name of Contractor: _____

Supervisor/Foreman Name: Trish Hatch

Start Date: September 2022

Completion Date: N/A

Location of Work: N/A

Hours of Work: N/A

Number of Employees on the Job: N/A

Location of All Employees: N/A

School Employees Present at Work Location: N/A

Pupils Present at Work Location: N/A

I acknowledge that pursuant to Education Code § 45125.1 the services provided by me are either of a limited nature of student contact or involve no contact with pupils. As such my employees do not need to have background checks per Education Code 45125.1.

SITUATIONS:

- Contractor (including employees) will have no contact with pupils.
- Contractor (including employees) will have limited contact with students.
One or more of the following conditions must be met to meet the definition of limited contact:
 - Delivery of goods or service is made directly to non-classroom location on campus.
 - Delivery of goods or service is made before or after school hours.
 - Delivery of goods or service is made when school is not in session, i.e. weekend, holiday, vacation break.
 - Delivery of goods or services is made only one to three times in a year and is not made on a yearly service contract.

If situation number 2 applies, list in detail the steps that are to be taken to protect the safety of pupils who may come in contact with the contractor's employees.

Safety Steps (explain in detail): N/A

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Yes

Proper Name of the Contractor

Patricia Hatch

Tax Identification Number

By:

DocuSigned by:

JRISH HATCH

8/30/2022

Signature of CONTRACTOR

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CONTRACTOR'S TUBERCULOSIS REQUIREMENTS CERTIFICATE

(Education Code, § 49406)

Any party contracting with Tulare County Superintendent of Schools must comply with the tuberculosis certification requirements of Education Code section 49406.

Please check off the applicable statement(s) below:

1. Contractor (including employees) will have only limited or no contact with students at all times during the term of the services provided, and in accordance with an executed agreement.

2. Contractor (including employees) will have more than limited contact with students.
 Attached is proof of completion of the required tuberculosis risk assessment, and examination (if deemed necessary by a physician/surgeon as required by law), for each individual listed below as required under, and in full compliance with, Education Code section 49406.

*Attach here

List of individual(s)/employee(s) who will have more than limited contact with students:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

(List additional names on an attached sheet of paper, if needed.)

I hereby certify that myself and the contractor employees will satisfy all tuberculosis testing requirements before having any contact with students.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

TRISH HATCH

Print Name of Independent Contractor

8/30/2022

Date

DocuSigned by:
TRISH HATCH

Signature of Independent Contractor

**Tulare County
Office of Education**

Tim A. Hire, County Superintendent of Schools

REQUEST TO HIRE AN INDEPENDENT CONTRACTOR

To: Director, Human Resources
Jennifer Francone –
Jennifer.francone@tcoe.org

From: Ivette Lopez – ivette.lopez@tcoe.org **Department:** Educational Resource Services

Date: December 18, 2020 **Phone:** _____

Please develop and execute a contract or agreement reflecting the following information:

Independent Contractor/Entity: Hatching Results, LLC

Tax Identification Number: 39-2061303

Address: 2907 Shelter Island Drive # 150-287
San Diego, CA **Zip:** 92106

Phone: (707) 497-4395 **Email:** admin@hatchingresults.com

Special Training: Contractor is specially trained, experienced, and competent in the field of consulting for equity, master scheduling, use of data, counseling systems.

Services Provided: Hatching Results will support provide consulting services for internal capacity building with CVNIC:College-Ready.
[Must provide a one sentence summary and attach a detailed Scope of Services, Exhibit A]

Date(s) of Service: January 12, 2021 – May 2021

Fee: \$40,000
[Must attach a detailed Fee Schedule, Exhibit A]

Is this position grant-funded? Yes: No:

If yes, what is the name and type of grant? Bill and Melinda Gates Foundation NSI Network grant

Provide a one sentence summary of grant: The grant supports participating schools to apply improvement science to increase the number of African American, Latinx, and socially-economically disadvantaged students who are accepted into a post-secondary institution.

Budget: 010-90535-1-0-210000-58000-0-22-0 %
[Provide complete budget number(s)]

Method of Payment: Warrant based on approved invoice

Payment made to Whom? Hatching Results, LLC

FOR OFFICE USE ONLY

Contractor's Certificate re: Fingerprinting Requirements on File? YES ___ NO ___
Current W-9 on File? YES ___ NO ___

ILopez
Initiator's signature

12/18/20
Date

J. Francone
Jen Francone, ERS Administrator

12/18/2020
Date

Charlene Stringham 12/21/20
Assistant Superintendent's signature Date

Internal Business' authorization

Date

Superintendent's authorization Date

Tulare County
Office of Education
Jim Vidak, County Superintendent of Schools

<i>For office use only</i>	
Vendor #	<u>80117</u>
Req #	<u>193400</u>
PO #	<u>192991</u>

TULARE COUNTY OFFICE OF EDUCATION
and
IMPROVEMENT COLLECTIVE

AGREEMENT

THIS AGREEMENT is entered into as of 10/22/2018, between the Tulare County Superintendent of Schools, referred to as SUPERINTENDENT, and **IMPROVEMENT COLLECTIVE**, referred to as CONTRACTOR, with reference to the following:

- A. SUPERINTENDENT requires Services to develop improvement advising for the Central Valley Networked Improvement Community.
- B. CONTRACTOR represents that he/she is specially trained, experienced and competent in the field of improvement advising for the Central Valley Networked Improvement Community.
- C. Services provided by CONTRACTOR will support activities of a grant awarded to the SUPERINTENDENT. The purpose of the grant is to improve mathematics teaching and student outcomes.
- D. Government Code section 53060 and Education Code section 35160 authorizes SUPERINTENDENT to contract with persons who are specially trained, experienced, and competent to perform special services.
- E. SUPERINTENDENT wishes to hire CONTRACTOR as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.
- F. Pursuant to Education Code section 45103.1(b)(2), the services contracted are not available within the DISTRICT, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.

ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This Agreement is approved retroactive to 7/1/2018 through 6/30/2019, and the parties, by signing, ratify that all performances and payments rendered, from, to the date of execution of this Agreement, have been provided consistently with the terms herein.
- 2. **SERVICES:** CONTRACTOR shall provide services as set forth in Exhibit A, entitled "Scope of Services," which exhibit is made part of this Agreement by reference.
- 3. **COST OF SERVICES:** For services rendered, CONTRACTOR shall be paid according to the fee schedule set forth in Exhibit A. The total amount payable to CONTRACTOR shall not exceed the sum of \$130,000.00.

4. METHOD AND CONDITIONS OF PAYMENT:

a. CONTRACTOR shall provide an invoice for services to SUPERINTENDENT. SUPERINTENDENT, according to the fee schedule set forth in Exhibit A, shall provide and file IRS form 1099 to report CONTRACTOR'S calendar year earnings.

b. The payment of compensation for work performed is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. SUPERINTENDENT will not pay anticipated profits or other economic loss.

5. COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with applicable federal, state, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. RECORDS AND AUDIT: CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the designated public and/or private auditor of SUPERINTENDENT and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

7. INSURANCE:

The insurance provision has been waived in this contract

8. INDEPENDENT CONTRACTOR STATUS:

a. This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of SUPERINTENDENT.

b. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of SUPERINTENDENT. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and SUPERINTENDENT shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not SUPERINTENDENT'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, SUPERINTENDENT will not:

- i. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- ii. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- iii. Withhold state or federal income tax from payments to CONTRACTOR.

- iv. Make disability insurance contributions on behalf of CONTRACTOR.
- v. Obtain unemployment compensation insurance on behalf of CONTRACTOR.
- c. Notwithstanding this independent contractor relationship, SUPERINTENDENT shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

9. FINGERPRINTING REQUIREMENTS:

a. Pursuant to California Education Code section 45125.1, before any agents or employees of CONTRACTOR may enter school grounds or child care center grounds where they may have any contact with children, CONTRACTOR shall submit fingerprints of its employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. CONTRACTOR shall not permit any employee to come in contact with children of the SUPERINTENDENT'S programs until the Department of Justice has ascertained that the CONTRACTOR'S employees have not been convicted of a felony as defined in Education Code section 45122.1.

b. CONTRACTOR shall provide the SUPERINTENDENT with a written list of the names of its employees who may come in contact with children before commencement of work. CONTRACTOR shall certify, in a form provided by the SUPERINTENDENT, in writing to the SUPERINTENDENT, under penalty of perjury, that it has complied with the requirements of Education Code section 45125.1, and that none of its employees who may come in contact with children have been convicted of a felony as defined in Education Code section 45122.1, based upon the information CONTRACTOR has received from the Department of Justice.

c. If CONTRACTOR believes that its employees will have only limited contact with children and should therefore be exempted from these requirements, CONTRACTOR must contact the SUPERINTENDENT with its request for exemption within fifteen (15) days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including, but not limited to the length of time CONTRACTOR will be on school or child care center grounds, whether children will be in proximity to the site where the CONTRACTOR'S employees are working, and whether the CONTRACTOR'S employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the SUPERINTENDENT.

d. The CONTRACTOR shall impose the foregoing requirements on any subcontractors or assignees.

10. INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify SUPERINTENDENT, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including SUPERINTENDENT'S property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against SUPERINTENDENT by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against SUPERINTENDENT alleging civil rights violations by CONTRACTOR under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

11. CONFLICT OF INTEREST:

a. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest or appearance of conflicts of interest, including, but not limited to Government Code section 1090 et seq., and the Political Reform Act, Government Code section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from the making of any decision on behalf of SUPERINTENDENT in which such officer, employee or consultant has direct or indirect financial interest. A violation can occur if the public officer, employee or consultant participates in or influences any SUPERINTENDENT decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

b. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflict of interest laws, it will immediately inform the SUPERINTENDENT'S designated representative and provide all information needed for resolution of this question.

12. TERMINATION:

a. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

b. SUPERINTENDENT will pay to CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination.

i. Without Cause: SUPERINTENDENT shall have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.

ii. With Cause:

(1) This Agreement may be terminated by either party should the other party:

- (a) be adjudged as bankrupt, or
- (b) become insolvent or have a receiver appointed, or
- (c) make a general assignment for the benefit of creditors, or
- (d) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (e) materially breach this Agreement.

(2) For any of the occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of the termination.

(3) Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

- (4) If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.
- (5) SUPERINTENDENT will not pay compensation or make reimbursement to cure a breach arising out of, or resulting from such termination. If the expense of finishing the CONTRACTOR'S Scope of Services exceeds the unpaid balance of the Agreement, CONTRACTOR must pay the difference to SUPERINTENDENT.

c. **Effects of Termination:** Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR'S services have been terminated by SUPERINTENDENT, said termination will not affect any rights of SUPERINTENDENT to recover damages against CONTRACTOR.

d. **Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of SUPERINTENDENT for which CONTRACTOR'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

13. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONTRACTOR and SUPERINTENDENT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

14. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

15. NOTICES:

a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

DISTRICT:

John Rodriguez, Director
Human Resources
Tulare County Office of Education
6200 S. Mooney Blvd., P.O. Box 5091
Visalia, CA 93278-5091
Phone No.: (559) 733-6306
Fax No.: (559) 627-4670

With A Copy To:

Patty Blaswich, Director
Internal Business
Tulare County Office of Education
6200 S. Mooney Blvd., P.O. Box 5091
Visalia, CA 93278-5091
Phone No.: (559) 733-6691
Fax No.: (559) 733-6570

CONTRACTOR:

Improvement Collective
544 59th Street
Oakland, CA 94609
Phone No.: (303) 514-6606

b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.

16. CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

17. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

18. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made and shall be performed in Tulare County, California.

19. WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

20. EXHIBITS AND RECITALS: The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

21. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

22. FURTHER ASSURANCES: Each party will execute any additional documents and perform any further acts as may be reasonably required to effect the purposes of this Agreement.

23. ASSURANCES OF NON-DISCRIMINATION: CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.


24. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, SUPERINTENDENT is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees, and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without prior written consent of SUPERINTENDENT.

25. **DISPUTE RESOLUTION:** If a dispute arises out of, or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date: 12/7/18

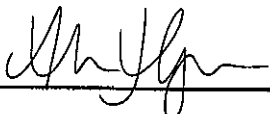
Tulare County Superintendent of Schools

BY , Deputy
Tulare County Superintendent of Schools
"SUPERINTENDENT"

The first signature must be by the chairperson of the board, president, or any vice-president.

IMPROVEMENT COLLECTIVE

Date: 12.07.2018

BY 
TITLE Co-Founder and Improvement Specialist
"CONTRACTOR"

The second signature should be signed by the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer unless the contract is also accompanied by a certified copy of the Board of Directors' resolution authorizing the execution of the contract.

Date: _____

BY _____

TITLE _____

“CONTRACTOR”

NO INSURANCE-GRANT FUNDED-RETRO CORPORATION

Intellectual Property (a) Any and all Work Product (as defined below) developed by Improvement Collective, whether or not they were developed as part of the Services, that are provided by Improvement Collective to Tulare County Office of Education pursuant to this Agreement shall be and remain the intellectual property of Improvement Collective. Tulare County Office of Education shall be free to use or disclose such materials (with appropriate credit to Improvement Collective and the other authors thereof and with Improvement Collective's copyright notice on them) for any non-commercial purpose.

(b) For purposes of this Agreement, "Work Product" shall mean all documents, change packages, charters, bibliographies, descriptions of tests of change, instructional materials and sample learning session agendas, correspondence, reports, models, literature, methods, processes, photographs, plans, sketches, specifications, drawings, or similar results and embodiments of the Services that are provided by Improvement Collective to Tulare County Office of Education in performing the Services, and that have been prepared, conceived, developed, created or obtained by Improvement Collective.

(c) Any and all materials developed by Tulare County Office of Education as part of the Services and provided by Tulare County Office of Education to Improvement Collective shall be and remain the intellectual property of Tulare County Office of Education Improvement Collective shall be free to use or disclose such materials (with appropriate credit to Tulare County Office of Education and the other authors thereof, and with Tulare County Office of Education's copyright notice on them) for any non-commercial purpose.

(d) Without limitation of the foregoing, any materials jointly developed by Improvement Collective Agreement and Tulare County Office of Education in connection with Improvement Collective's performance of the Services shall be and remain the joint intellectual property of Improvement Collective and Tulare County Office of Education Such jointly developed materials may be utilized by Improvement Collective and Tulare County Office of Education in any way, and without accounting to the other Party, provided that all such jointly developed materials that are works of authorship shall clearly indicate joint copyright ownership, and shall include appropriate credit to all authors or researchers

Tulare County Office of Education

Committed to Students, Support and Service

Attachment II

TULARE COUNTY OFFICE OF EDUCATION

CONTRACTOR'S CERTIFICATE

(LIMITED OR NO STUDENT CONTACT)

REGARDING FINGERPRINTING REQUIREMENTS

Michelle Montoya School Safety Act (Education Code Section 45125.1)

State of California)
County of Tulare) 88

Proper Name of Contractor: Improvement Collective
Supervisor/Foreman Name: Alicia Brunow
Start Date: JULY 2018
Completion Date: JULIE 30, 2019
Location of Work: Tulare County - Educational Resource Services
Hours of Work: Variable
Number of Employees on the Job: 3
Location of All Employees: San Francisco
School Employees Present at Work Location: 0
Pupils Present at Work Location: 0

I acknowledge that pursuant to Education Code § 45125.1 the services provided by me are either of a limited nature of student contact or involve no contact with pupils. As such my employees do not need to have background checks per Education Code 45125.1.

SITUATIONS:

1. Contractor (including employees) will have no contact with pupils.
2. Contractor (including employees) will have limited contact with students.
One or more of the following conditions must be met to meet the definition of limited contact:
 - Delivery of goods or service is made directly to non-classroom location on campus.
 - Delivery of goods or service is made before or after school hours.
 - Delivery of goods or service is made when school is not in session, i.e. weekend, holiday, vacation break.
 - Delivery of goods or services is made only one to three times in a year and is not made on a yearly service contract.

If situation number 2 applies, list in detail the steps that are to be taken to protect the safety of pupils who may come in contact with the contractor's employees.

Safety Steps (explain in detail): _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Improvement Collective

Proper Name of the Contractor

Tax Identification Number

By: Alicia Brunow

[Signature]
Signature of CONTRACTOR

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

9/2005

Jim Vidak
County
Superintendent
of Schools

2637 W. Burrel Ave.
P.O. Box 5091
Visalia, California
93278-5091

559-733-6300
www.tcoe.org

Administration
559 733-6301
fax 559 627-5219

Business Services
559 733-6312
fax 559 737-4378

Human Resources
559 733-6306
fax 559 627-4670

Instructional
Services
559 733-6328
fax 559 737-4378

Special Services
559 730-2910
fax 559 730-2511

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

- ❖ Improvement Collective provide technical improvement science expertise for the Central Valley Networked Improvement Community and provide professional development offerings to build improvement capability across various stakeholders in Tulare County.

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

- ❖ Superintendent will provide the facilities, arrange catering, coordinate participant attendance.

3. FEE SCHEDULE:

(Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.)

- ❖ The contract total for services to be provided shall not exceed **\$130,000** including contractor travel and/or other expenses. Payment will be made within **30 days** of approved invoice.

Suggested Billing Quarterly:

- October 1, 2018: \$40,000
- December 15, 2018: \$40,000
- March 31, 2019: \$40,000
- June 30, 2019: \$10,000

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

Improvement Collective- Tulare County Office of Education

Workplan July 2018-June 2019

Description of work:

Improvement Collective provide technical improvement science expertise for the Central Valley Networked Improvement Community and provide professional development offerings to build improvement capability across various stakeholders in Tulare County.

Deliverable	Details	Cost
Capability Building in Improvement		
Design and Lead Leadership Series: Improvement Science for Leaders (PLN) <i>Alicia (some support Sandra)</i>	<ul style="list-style-type: none"> ● Lead three 1-day workshops across the year (Oct, Nov and March) ● Plan and design each workshop (6) ● Travel to and from Central Valley (3) 	(12 days) \$19,200
Provide Course on Improvement Science Basics for the Learning and Leadership Forum <i>Brandon Bennett with some of Alicia</i>	<ul style="list-style-type: none"> ● Design and lead four half-day workshops, introducing improvement science at the Learning and Leadership Forum ● Following up coaching for TCOE consultants to apply improvement science to a project in their context ● Travel to the workshops 	(deliverable) \$30,000
Improvement Advising for the Central Valley Networked Improvement Community		
Coaching and improvement advising to the CVNIC Hub	<ul style="list-style-type: none"> ● Co-design and facilitate in person strategic planning meetings: December, May, June (three 2-day meetings, prep/follow up+ travel=12 days) ● Lead and advise network analytics work (7 days) ● Attend Hub consolidation meetings virtually (2) ● Co-design, prep and attend administrator breakouts in network meetings (4 days + 4 day prep 4 days travel=12 days) ● Ongoing coaching (one day per month= 8 day) 	\$1600 x 41 days=65,600
Travel	3 trips x 1 person (PLN) (2 night) 4 trips x 1 person (LLF) (1 night) 4 trips x 1 person (network) (3 night) 2 trips x 1 person (alignment) (2 night) 3 trips x 1 person (hub) (2 night)	13 trips \$10,200
	+ overhead	5,000
	TOTAL	130,000

Suggested Billing Quarterly

October 1: 40,000

December 15: 40,000

March 31: 40,000

June 30: 38,788

Alternative (more closely tied to deliverable)

October 1: \$18,832

December 15: \$58,850

March 31: \$52,002

June 30: \$29,104

BILL & MELINDA GATES foundation

GRANT AGREEMENT Investment ID INV-017102

AGREEMENT SUMMARY & SIGNATURE PAGE

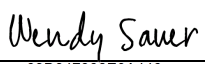
GRANTEE INFORMATION	
Name:	Tulare County Superintendent of Schools
Tax Status:	Governmental unit within the meaning of U.S. IRC § 170(b)(1)(A)(v) and 170(c)(1) You confirm that the above information is correct and agree to notify the Foundation immediately of any change.
Mailing Address:	PO Box 5091 6200 S. Mooney Blvd., Visalia, California 93278, USA
Primary Contact:	Charlene Stringham, Assistant Superintendent, charlene.stringham@tcoe.org

FOUNDATION INFORMATION	
Mailing Address:	P. O. Box 23350, Seattle, Washington 98102, USA
Primary Contact:	Wendy Sauer, Senior Program Officer, US Program, wendy.sauer@gatesfoundation.org

AGREEMENT INFORMATION	
Title:	Cohort 3 - Tulare Network for School Improvement
"Charitable Purpose":	to support an organization that runs a network of high schools to identify and solve common problems using evidence-based interventions to improve student achievement
"Start Date":	Date of last signature
"End Date":	October 31, 2025
This Agreement includes and incorporates by this reference:	This Agreement Summary & Signature Page and: <ul style="list-style-type: none"> Grant Amount and Reporting & Payment Schedule (Attachment A) Terms and Conditions (Attachment B) Investment Document (date submitted September 15, 2020) Results Framework and Tracker (date submitted September 15, 2020) Budget (date submitted September 15, 2020)

THIS AGREEMENT is between Tulare County Superintendent of Schools ("*You*" or "*Grantee*") and the Bill & Melinda Gates Foundation ("*Foundation*"), and is effective as of the date of last signature. Each party to this Agreement may be referred to individually as a "*Party*" and together as the "*Parties*." As a condition of this grant, the Parties enter into this Agreement by having their authorized representatives sign below.

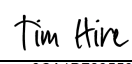
BILL & MELINDA GATES FOUNDATION

DocuSigned by:

 83D847382E0A446...
 By: Wendy Sauer

Title: Senior Program Officer

September 28, 2020
 Date

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

DocuSigned by:

 8CA1D7235598412...
 By: Tim Hire

Title: Superintendent

September 28, 2020
 Date

GRANT AGREEMENT
Investment ID INV-017102

ATTACHMENT A
GRANT AMOUNT AND REPORTING & PAYMENT SCHEDULE

GRANT AMOUNT

The Foundation will pay You the total grant amount specified in the Reporting & Payment Schedule below. The Foundation's Primary Contact must approve in writing any Budget cost category change of more than 10%.

REPORTING & PAYMENT SCHEDULE

Payments are subject to Your compliance with this Agreement, including Your achievement, and the Foundation's approval, of any applicable targets, milestones, and reporting deliverables required under this Agreement. The Foundation may, in its reasonable discretion, modify payment dates or amounts and will notify You of any such changes in writing.

REPORTING

You will submit reports according to the Reporting & Payment Schedule using the Foundation's templates or forms, which the Foundation will make available to You and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. Please notify the Foundation's Primary Contact if You need to add or modify any targets or milestones. The Foundation must approve any such changes in writing. You agree to submit other reports the Foundation may reasonably request.

REPORTING & PAYMENT SCHEDULE				
<i>Investment Period</i>	<i>Target, Milestone, or Reporting Deliverable</i>	<i>Due By</i>	<i>Payment Date</i>	<i>Payment Amount (U.S.\$)</i>
	Countersigned Agreement		Within 15 days after receipt of countersigned Agreement	\$1,580,000.00
	Completed Research Services and Data Sharing Agreements	February 28, 2021	March 2021	\$320,000.00
	Secured district agreements with CORE			
	Measurement Plan			
Start Date to January 31, 2021	Progress Report			
	School Participation Agreements in Place			
February 1, 2021 to June 30, 2021	Progress Report	July 30, 2021	September 2021	\$960,000.00
	Data successfully uploaded to the CORE data system			
July 1, 2021 to June 30, 2022	Progress Report	July 30, 2022	September 2022	\$1,300,000.00
July 1, 2022 to June 30, 2023	Progress Report	July 30, 2023	September 2023	\$1,300,000.00
	Draft Strategic Sustainability Plan			

July 1, 2023 to June 30, 2024	Progress Report	July 30, 2024	September 2024	\$651,920.00
	Final Strategic Sustainability Plan			
Start Date to End Date	Final Report	Within 60 Days of End Date		
Total Grant Amount				\$6,111,920.00

GRANT AGREEMENT
Investment ID INV-017102

ATTACHMENT B
TERMS & CONDITIONS

This Agreement is subject to the following terms and conditions.

PROJECT SUPPORT

PROJECT DESCRIPTION AND CHARITABLE PURPOSE

The Foundation is awarding You this grant to carry out the project described in the Investment Document ("*Project*") in order to further the Charitable Purpose. The Foundation, in its discretion, may approve in writing any request by You to make non-material changes to the Investment Document.

EVALUATION

You agree to notify the Foundation and provide copies of any reports or findings if You conduct or commission any research or evaluation regarding the Project. If You are selected to participate in Foundation-funded research or evaluation relating to the Project, You agree to: (a) designate a primary point of contact; (b) cooperate with the Foundation's evaluation partner as reasonably required to implement an evaluation plan; and (c) provide or facilitate the collection of data as reasonably required; and (d) permit dissemination of resulting reports or finding.

DATA COLLECTION AND RELEASE TO FOUNDATION

The Foundation may request that You or an appropriate entity: (a) participate in surveys; (b) respond to requests for information; and (c) provide certain data to the Foundation for additional research and evaluation during the term of this Agreement and for 5 years thereafter. You agree (x) to reasonably comply with such requests, and (y) that the Foundation may disseminate such data and research results. Unless otherwise specified in writing, the Foundation will only request data related to individuals that is de-identified or aggregated at a level where such data will not be considered "personally identifiable."

MANAGEMENT OF FUNDS

USE OF FUNDS

You may not use funds provided under this Agreement ("*Grant Funds*") for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. At the Foundation's request, You will repay any portion of Grant Funds and/or Income used or committed in material breach of this Agreement, as determined by the Foundation in its discretion.

INVESTMENT OF FUNDS

You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project. Together with any progress or final reports required under this Agreement, You must report the amount of any currency conversion gains (or losses) and the amount of any interest or other income generated by the Grant Funds (collectively, "*Income*"). Any Income must be used for the Project.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "*Funded Developments*" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "*Background Technology*" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "*Global Access*" means: (a) the knowledge and information gained from the Project will be promptly and broadly

disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

HUMANITARIAN LICENSE

Subject to applicable laws and for the purpose of achieving Global Access, You grant the Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology. "Essential Background Technology" means Background Technology that is: (a) owned, controlled, or developed by You, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development. You confirm that You have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. You must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, You must promptly make available the Funded Developments and Essential Background Technology to the Foundation for use solely under this license. If You demonstrate to the satisfaction of the Foundation that Global Access can best be achieved without this license, the Foundation and You will make good faith efforts to modify or terminate this license, as appropriate.

PUBLICATION

Consistent with Your Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by the Foundation, You will seek prompt Publication of any Funded Developments consisting of data and results. "Publication" means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by the Foundation in writing. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global Access. If You seek Publication in a peer-reviewed journal, such Publication shall be under "open access" terms and conditions consistent with the Foundation's Open Access Policy available at: www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy, which may be modified from time to time. Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. You will mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date and copyright (e.g., © 20<> <Name>).

INTELLECTUAL PROPERTY REPORTING

During the term of this Agreement and for 5 years after, You will submit upon request annual intellectual property reports relating to the Funded Developments, Background Technology, and any related agreements using the Foundation's templates or forms, which the Foundation may modify from time to time.

SUBGRANTS AND SUBCONTRACTS

SUBGRANTS AND SUBCONTRACTS

You have the exclusive right to select subgrantees and subcontractors to assist with the Project.

SCHOLARSHIPS AND FELLOWSHIPS

You will have sole discretion over Your selection of any scholarship and fellowship recipients under this Agreement and must conduct the selection process independently of the Foundation.

TRAVEL STIPENDS AND CONFERENCE FEES

You will have sole discretion over Your selection of any recipients of travel stipends or conference expense reimbursements under this Agreement and must conduct the selection process independently of the Foundation. Foundation trustees and employees are not eligible to receive travel stipends or conference expense reimbursements.

RESPONSIBILITY FOR OTHERS

You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

PROHIBITED ACTIVITIES

ANTI-TERRORISM

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

LOBBYING AND ELECTIONEERING PROHIBITION

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activities or to otherwise support attempts to influence legislation. Activities will be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations. You confirm that the Budget (or the combined project budget if there are multiple funders) accurately reflects that You will expend at least the amount of the Grant Funds on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project.

OTHER LOBBYING, GIFT, AND ETHICS RULES

You agree to comply with any national, state, local, or other lobbying, gift, and ethics rules applicable to the Project. The Foundation is not retaining or employing You to engage in lobbying activities.

OTHER

PUBLICITY

A Party may publicly disclose information about the award of this grant, including the other Party's name, the total amount awarded, and a description of the Project, provided that a Party obtains prior written approval before using the other Party's name for promotional purposes or logo for any purpose. Any public disclosure by You or Your subgrantees, subcontractors, contingent workers, agents, or affiliates must be made in accordance with the Foundation's then-current brand guidelines, which are available at: www.gatesfoundation.org/brandguidelines.

COMPLIANCE WITH LAWS

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

COMPLIANCE WITH REQUIREMENTS

You will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, state, local, institutional, and school district or school network standards ("*Requirements*"). You will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of Your annual progress report to the Foundation, You must report whether the Project activities were conducted in compliance with all Requirements.

If the Project involves:

a. any protected information (including personally identifiable, protected health, or third-party confidential), You will not disclose this information to the Foundation without obtaining the Foundation's prior written approval and all necessary consents to disclose such information; and/or

b. children, students, or vulnerable subjects, You will obtain any necessary consents and approvals unique to these subjects.

Any activities by the Foundation in reviewing documents and providing input or funding does not modify Your responsibility for determining and complying with all Requirements for the Project.

RELIANCE

You acknowledge that the Foundation is relying on the information You provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. You represent that the Foundation may continue to rely on this information and on any additional information You provide regarding activities, progress, and Funded Developments.

TERM AND TERMINATION

TERM

This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier as provided in this Agreement. The Foundation, in its discretion, may approve in writing any request by You for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.

TERMINATION

The Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) the Foundation is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Foundation reasonably believes may threaten the Project's success; (c) there is a change in Your control; (d) there is a change in Your tax status; or (e) You fail to comply with this Agreement.

RETURN OF FUNDS

Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be (a) returned promptly to the Foundation, or (b) applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation.

RECORD KEEPING

You will maintain complete and accurate accounting records and copies of any reports submitted to the Foundation relating to the Project. You will retain such records and reports for 4 years after Grant Funds have been fully spent. At the Foundation's request, You will make such records and reports available to enable the Foundation to monitor and evaluate how Grant Funds have been used or committed.

SURVIVAL

A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

GENERAL

ENTIRE AGREEMENT, CONFLICTS, AND AMENDMENTS

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. If there is a conflict between this Agreement and the Investment Document this Agreement will prevail. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

NOTICES AND APPROVALS

Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

SEVERABILITY

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

ASSIGNMENT

You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Foundation's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

COUNTERPARTS AND ELECTRONIC SIGNATURES

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

BILL & MELINDA GATES foundation

GRANT AGREEMENT Investment ID INV-017102

AGREEMENT SUMMARY & SIGNATURE PAGE

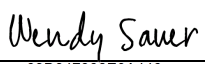
GRANTEE INFORMATION	
Name:	Tulare County Superintendent of Schools
Tax Status:	Governmental unit within the meaning of U.S. IRC § 170(b)(1)(A)(v) and 170(c)(1) You confirm that the above information is correct and agree to notify the Foundation immediately of any change.
Mailing Address:	PO Box 5091 6200 S. Mooney Blvd., Visalia, California 93278, USA
Primary Contact:	Charlene Stringham, Assistant Superintendent, charlene.stringham@tcoe.org

FOUNDATION INFORMATION	
Mailing Address:	P. O. Box 23350, Seattle, Washington 98102, USA
Primary Contact:	Wendy Sauer, Senior Program Officer, US Program, wendy.sauer@gatesfoundation.org

AGREEMENT INFORMATION	
Title:	Cohort 3 - Tulare Network for School Improvement
"Charitable Purpose":	to support an organization that runs a network of high schools to identify and solve common problems using evidence-based interventions to improve student achievement
"Start Date":	Date of last signature
"End Date":	October 31, 2025
This Agreement includes and incorporates by this reference:	This Agreement Summary & Signature Page and: <ul style="list-style-type: none"> Grant Amount and Reporting & Payment Schedule (Attachment A) Terms and Conditions (Attachment B) Investment Document (date submitted September 15, 2020) Results Framework and Tracker (date submitted September 15, 2020) Budget (date submitted September 15, 2020)

THIS AGREEMENT is between Tulare County Superintendent of Schools ("*You*" or "*Grantee*") and the Bill & Melinda Gates Foundation ("*Foundation*"), and is effective as of the date of last signature. Each party to this Agreement may be referred to individually as a "*Party*" and together as the "*Parties*." As a condition of this grant, the Parties enter into this Agreement by having their authorized representatives sign below.

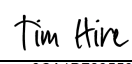
BILL & MELINDA GATES FOUNDATION

DocuSigned by:

 83D847382E0A446...
 By: Wendy Sauer

Title: Senior Program Officer

September 28, 2020
 Date

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

DocuSigned by:

 8CA1D7235598412...
 By: Tim Hire

Title: Superintendent

September 28, 2020
 Date

GRANT AGREEMENT
Investment ID INV-017102

ATTACHMENT A
GRANT AMOUNT AND REPORTING & PAYMENT SCHEDULE

GRANT AMOUNT

The Foundation will pay You the total grant amount specified in the Reporting & Payment Schedule below. The Foundation's Primary Contact must approve in writing any Budget cost category change of more than 10%.

REPORTING & PAYMENT SCHEDULE

Payments are subject to Your compliance with this Agreement, including Your achievement, and the Foundation's approval, of any applicable targets, milestones, and reporting deliverables required under this Agreement. The Foundation may, in its reasonable discretion, modify payment dates or amounts and will notify You of any such changes in writing.

REPORTING

You will submit reports according to the Reporting & Payment Schedule using the Foundation's templates or forms, which the Foundation will make available to You and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. Please notify the Foundation's Primary Contact if You need to add or modify any targets or milestones. The Foundation must approve any such changes in writing. You agree to submit other reports the Foundation may reasonably request.

REPORTING & PAYMENT SCHEDULE				
<i>Investment Period</i>	<i>Target, Milestone, or Reporting Deliverable</i>	<i>Due By</i>	<i>Payment Date</i>	<i>Payment Amount (U.S.\$)</i>
	Countersigned Agreement		Within 15 days after receipt of countersigned Agreement	\$1,580,000.00
	Completed Research Services and Data Sharing Agreements	February 28, 2021	March 2021	\$320,000.00
	Secured district agreements with CORE			
	Measurement Plan			
Start Date to January 31, 2021	Progress Report			
	School Participation Agreements in Place			
February 1, 2021 to June 30, 2021	Progress Report	July 30, 2021	September 2021	\$960,000.00
	Data successfully uploaded to the CORE data system			
July 1, 2021 to June 30, 2022	Progress Report	July 30, 2022	September 2022	\$1,300,000.00
July 1, 2022 to June 30, 2023	Progress Report	July 30, 2023	September 2023	\$1,300,000.00
	Draft Strategic Sustainability Plan			

July 1, 2023 to June 30, 2024	Progress Report	July 30, 2024	September 2024	\$651,920.00
	Final Strategic Sustainability Plan			
Start Date to End Date	Final Report	Within 60 Days of End Date		
Total Grant Amount				\$6,111,920.00

GRANT AGREEMENT
Investment ID INV-017102

ATTACHMENT B
TERMS & CONDITIONS

This Agreement is subject to the following terms and conditions.

PROJECT SUPPORT

PROJECT DESCRIPTION AND CHARITABLE PURPOSE

The Foundation is awarding You this grant to carry out the project described in the Investment Document ("*Project*") in order to further the Charitable Purpose. The Foundation, in its discretion, may approve in writing any request by You to make non-material changes to the Investment Document.

EVALUATION

You agree to notify the Foundation and provide copies of any reports or findings if You conduct or commission any research or evaluation regarding the Project. If You are selected to participate in Foundation-funded research or evaluation relating to the Project, You agree to: (a) designate a primary point of contact; (b) cooperate with the Foundation's evaluation partner as reasonably required to implement an evaluation plan; and (c) provide or facilitate the collection of data as reasonably required; and (d) permit dissemination of resulting reports or finding.

DATA COLLECTION AND RELEASE TO FOUNDATION

The Foundation may request that You or an appropriate entity: (a) participate in surveys; (b) respond to requests for information; and (c) provide certain data to the Foundation for additional research and evaluation during the term of this Agreement and for 5 years thereafter. You agree (x) to reasonably comply with such requests, and (y) that the Foundation may disseminate such data and research results. Unless otherwise specified in writing, the Foundation will only request data related to individuals that is de-identified or aggregated at a level where such data will not be considered "personally identifiable."

MANAGEMENT OF FUNDS

USE OF FUNDS

You may not use funds provided under this Agreement ("*Grant Funds*") for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. At the Foundation's request, You will repay any portion of Grant Funds and/or Income used or committed in material breach of this Agreement, as determined by the Foundation in its discretion.

INVESTMENT OF FUNDS

You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project. Together with any progress or final reports required under this Agreement, You must report the amount of any currency conversion gains (or losses) and the amount of any interest or other income generated by the Grant Funds (collectively, "*Income*"). Any Income must be used for the Project.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "*Funded Developments*" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "*Background Technology*" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "*Global Access*" means: (a) the knowledge and information gained from the Project will be promptly and broadly

disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

HUMANITARIAN LICENSE

Subject to applicable laws and for the purpose of achieving Global Access, You grant the Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology. "Essential Background Technology" means Background Technology that is: (a) owned, controlled, or developed by You, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development. You confirm that You have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. You must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, You must promptly make available the Funded Developments and Essential Background Technology to the Foundation for use solely under this license. If You demonstrate to the satisfaction of the Foundation that Global Access can best be achieved without this license, the Foundation and You will make good faith efforts to modify or terminate this license, as appropriate.

PUBLICATION

Consistent with Your Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by the Foundation, You will seek prompt Publication of any Funded Developments consisting of data and results. "Publication" means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by the Foundation in writing. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global Access. If You seek Publication in a peer-reviewed journal, such Publication shall be under "open access" terms and conditions consistent with the Foundation's Open Access Policy available at: www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy, which may be modified from time to time. Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. You will mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date and copyright (e.g., © 20<> <Name>).

INTELLECTUAL PROPERTY REPORTING

During the term of this Agreement and for 5 years after, You will submit upon request annual intellectual property reports relating to the Funded Developments, Background Technology, and any related agreements using the Foundation's templates or forms, which the Foundation may modify from time to time.

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SUBGRANTS AND SUBCONTRACTS

You have the exclusive right to select subgrantees and subcontractors to assist with the Project.

SCHOLARSHIPS AND FELLOWSHIPS

You will have sole discretion over Your selection of any scholarship and fellowship recipients under this Agreement and must conduct the selection process independently of the Foundation.

TRAVEL STIPENDS AND CONFERENCE FEES

You will have sole discretion over Your selection of any recipients of travel stipends or conference expense reimbursements under this Agreement and must conduct the selection process independently of the Foundation. Foundation trustees and employees are not eligible to receive travel stipends or conference expense reimbursements.

RESPONSIBILITY FOR OTHERS

You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

PROHIBITED ACTIVITIES

ANTI-TERRORISM

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

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You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activities or to otherwise support attempts to influence legislation. Activities will be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations. You confirm that the Budget (or the combined project budget if there are multiple funders) accurately reflects that You will expend at least the amount of the Grant Funds on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project.

OTHER LOBBYING, GIFT, AND ETHICS RULES

You agree to comply with any national, state, local, or other lobbying, gift, and ethics rules applicable to the Project. The Foundation is not retaining or employing You to engage in lobbying activities.

OTHER

PUBLICITY

A Party may publicly disclose information about the award of this grant, including the other Party's name, the total amount awarded, and a description of the Project, provided that a Party obtains prior written approval before using the other Party's name for promotional purposes or logo for any purpose. Any public disclosure by You or Your subgrantees, subcontractors, contingent workers, agents, or affiliates must be made in accordance with the Foundation's then-current brand guidelines, which are available at: www.gatesfoundation.org/brandguidelines.

COMPLIANCE WITH LAWS

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

COMPLIANCE WITH REQUIREMENTS

You will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, state, local, institutional, and school district or school network standards ("*Requirements*"). You will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of Your annual progress report to the Foundation, You must report whether the Project activities were conducted in compliance with all Requirements.

If the Project involves:

a. any protected information (including personally identifiable, protected health, or third-party confidential), You will not disclose this information to the Foundation without obtaining the Foundation's prior written approval and all necessary consents to disclose such information; and/or

b. children, students, or vulnerable subjects, You will obtain any necessary consents and approvals unique to these subjects.

Any activities by the Foundation in reviewing documents and providing input or funding does not modify Your responsibility for determining and complying with all Requirements for the Project.

RELIANCE

You acknowledge that the Foundation is relying on the information You provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. You represent that the Foundation may continue to rely on this information and on any additional information You provide regarding activities, progress, and Funded Developments.

TERM AND TERMINATION

TERM

This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier as provided in this Agreement. The Foundation, in its discretion, may approve in writing any request by You for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.

TERMINATION

The Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) the Foundation is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Foundation reasonably believes may threaten the Project's success; (c) there is a change in Your control; (d) there is a change in Your tax status; or (e) You fail to comply with this Agreement.

RETURN OF FUNDS

Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be (a) returned promptly to the Foundation, or (b) applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation.

RECORD KEEPING

You will maintain complete and accurate accounting records and copies of any reports submitted to the Foundation relating to the Project. You will retain such records and reports for 4 years after Grant Funds have been fully spent. At the Foundation's request, You will make such records and reports available to enable the Foundation to monitor and evaluate how Grant Funds have been used or committed.

SURVIVAL

A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

GENERAL

ENTIRE AGREEMENT, CONFLICTS, AND AMENDMENTS

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. If there is a conflict between this Agreement and the Investment Document this Agreement will prevail. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

NOTICES AND APPROVALS

Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

SEVERABILITY

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

ASSIGNMENT

You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Foundation's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

COUNTERPARTS AND ELECTRONIC SIGNATURES

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

INVESTMENT DOCUMENT - GRANT

We appreciate your interest in submitting a proposal to the Bill & Melinda Gates Foundation and we thank you for working with us throughout the proposal process. Your designated foundation contact will continue to work collaboratively with you as you prepare your proposal to help you understand the connection between the foundation's relevant program strategy and the proposed project, as well as to respond to any questions you might have over the course of this process. You are encouraged to communicate with your Investment Owner to make sure that your efforts are aligned with the proposal requirements and that you are not expending unnecessary time or energy in this process. Please note our standard [grant terms and conditions](#). As used herein "You" or "Your" refers to the organization listed in Section A below.

Investment Owners and grantees will complete this document together over time as they make and manage their investments. This is a proposal shaping document and not a commitment by the foundation to fund the work. **Following execution of a grant agreement, however, the final Proposal Narrative and Budget and will become incorporated into that grant agreement by reference.** Due to tax, legal, and reporting requirements, all proposals must be submitted in English. The proposal must be submitted in Word, as PDFs will not be accepted.

SECTION A – INVESTMENT DETAILS

General Information - Gates Foundation Staff to Complete

Investment Name	Central Valley NIC: College-Ready		
Grantee	Tulare County Superintendent of Schools	Investment Owner	Wendy Sauer
Investment Record ID		Investment Owner Title	Senior Program Officer
Investment Coordinator	Carol Garrison		

General Information - Grantee to Complete

Investment Duration (months)	60 months		
Requested Amount (U.S.\$)	\$6,103,7171	Total Project Cost (U.S. \$)	\$6,134,160.00
Organization Legal Name ¹	Tulare County Superintendent of Schools		
Organization Doing Business As/Trade Name ²			
Mailing Address		Primary Contact Name	Charlene Stringham
Street Address 1	PO Box 5091	Primary Contact Title	Assistant Superintendent, Instructional Services

Street Address 2	6200 S.Mooney Blvd.	Primary Contact Email	Charlene.stringham@tcoe.org
Street Address 3		Primary Contact Phone	559-302-3633
City	Visalia	Additional Contact	Brook Killingsworth
State / Province	CA	Additional Contact Email	brookk@tcoe.org
Zip / Postal Code	93278	Authorized Signer Name	Tim Hire
Country	USA	Authorized Signer Title	Superintendent of Schools
Website (if applicable)	www.tcoe.org	Authorized Signer Email	Tim.hire@tcoe.org

¹ Legal Name will be used in the agreement and should match the name on the bank account that receives the grant funds (assuming fully executed agreement).

² Trade Name or d/b/a ("doing business as") only required if different from Legal Name

Tax Status (if known and applicable) Refer to Tax Status Definitions	US Governmental Unit	Organization's Total Revenue for Most Recent Audited Financial Year (U.S.\$)	\$245,207,975.00
U.S. Employer Identification Number (EIN) (if applicable)	██████████	Proposal Completed/ Date Submitted	07/03/20

Strategic Fit - Gates Foundation Staff to Complete

The following includes the foundation's 3-5-year strategic goal(s) towards which the investment contributes most directly. Also addressed here:

- How this investment contributes to the strategic goals that are listed.
- How this investment relates to others (current or future) in the Portfolio.

This investment contributes to the K-12 goal of significantly increasing the number of Black, Latino, and low-income students who earn a diploma, enroll in education after high school, and are on track in their first year to earn a degree or credential. More specifically, it is part of our Networks for School Improvement (NSI) portfolio that includes grants to organizations that support groups of middle and high schools working together to identify and solve common problems using approaches that best fit their needs, learning what works and refining their approaches. These partnerships between networks of schools and school support organizations to use evidence-based interventions and data-driven continuous learning to identify a problem, select a strategy to address the problem, set a target for improvement, and iterate to make the approach more effective and improve student achievement.

Project Overview - Gates Foundation Staff and Grantee to Collaborate

Please provide or expand upon the information provided in the narrative space below:

The foundation requires that funded projects are conducted and managed in a manner that will ensure a positive, sustainable impact on the foundation's intended beneficiaries. Please provide a response to each question in the bullets below, highlighting how Your management of the project described in this Investment Document (the "Project") and the intended outcomes align with the Strategic Fit, Charitable Purpose, and the foundation's Global Access requirements.

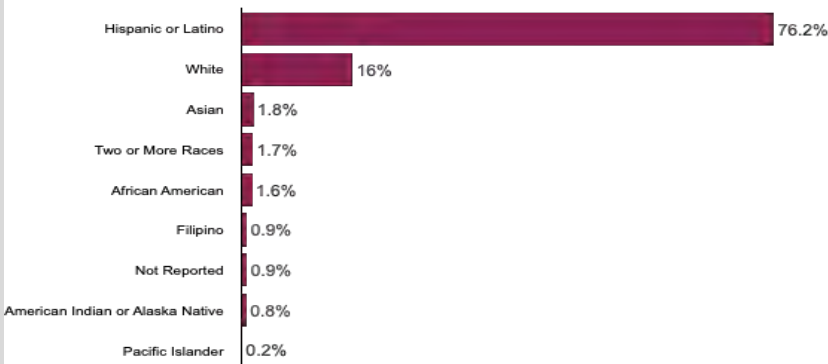
Problem Statement: Describe the problem, why it is a problem, and who is impacted by the problem. What specific elements of the problem is this investment trying to address? How will this funding contribute to positive outcomes for students, especially Black, Latino, and low-income students? Will you be able to disaggregate the data you collect to assess progress and impact by student subgroup?

Executive Summary

The Tulare County Office of Education is seeking funding to facilitate a Network for School Improvement (NSI) focused on significantly increasing the number of Black, Latino, and low-income students who are College-Ready On-Track as determined by acceptance into a four-year university with a six-year graduation rate of 50% or higher. Our desire is to host a secondary network consisting of 12-15 Central California high schools with the majority drawing from Tulare and Kings Counties. As a network hub, we will support teams in implementing school-system and classroom level change packages utilizing continuous improvement cycles. We will also utilize a continuous improvement stance to learn how to effectively charter and launch a network in a distance-learning context. We will simultaneously strengthen the continuous improvement capacity of partnering County Offices of Education (COEs), our responsibility as an assigned Geographic Lead Agency in California’s Statewide System of Support (<https://www.cde.ca.gov/sp/sw/tl/crss.asp>). We believe we are well-positioned to assume and be successful in this venture based upon existing capacities and established relationships as evidenced in our Gates-funded *CVNIC: Mathematics* (cynic.org) and California Department of Education-funded *Tulare-Kings College and Career Consortium (TKCCC)*(<https://tkccc.org/>) efforts, both which have been sustained beyond the grant award and have transitioned to a virtual setting due to COVID.

The Problem

Situated in the center of California, the counties of Tulare and Kings together encompass an area of 6,231 square miles, larger in size than the state of Connecticut. This area includes the Sierra Nevada mountain range to the east and cultivated farmland on the valley floor. Tulare and Kings are both top agricultural producers and the region, as a whole, is known as the leading producer of agricultural commodities in the United States. The K-12 school systems in Tulare and Kings counties serve nearly 135,000 students, and the racial and ethnic breakdown for these students is as follows:



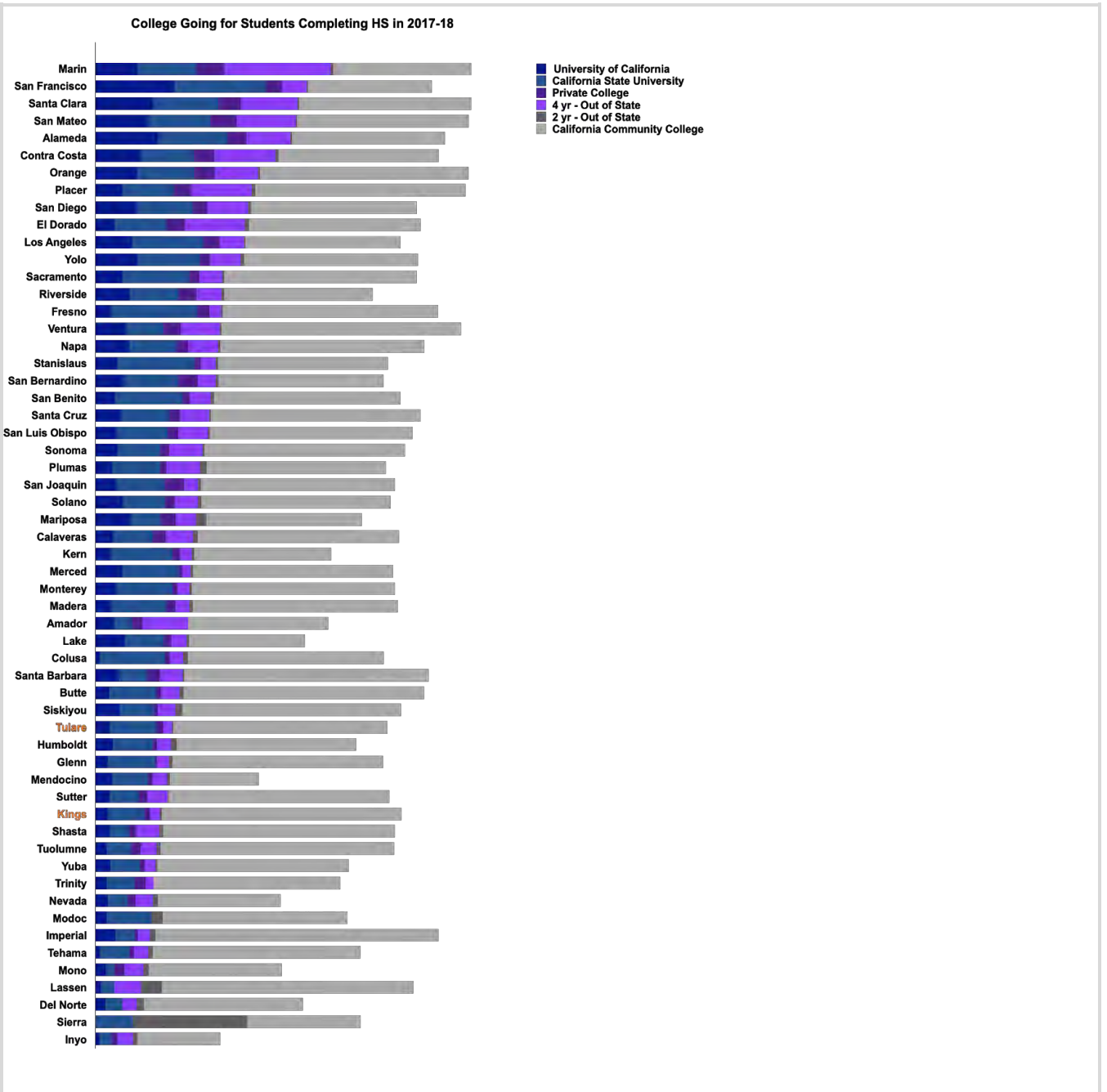
Despite the abundance of agriculture and food production, many of the local communities are high in poverty, and much of the area is rural and lacking essential services, such as high-speed internet. Though the poverty rate in California stands at 15.1%, with over 4 million children living in poverty, in Tulare County the poverty rate of 27% is almost double that of the state. About two-thirds of the county’s 144,000 children live in poverty. Neighboring Kings County is home to 46,200 children and has a poverty rate of 21%. With such high rates of concentrated childhood poverty, Tulare and Kings County public schools are responsible for serving some of the

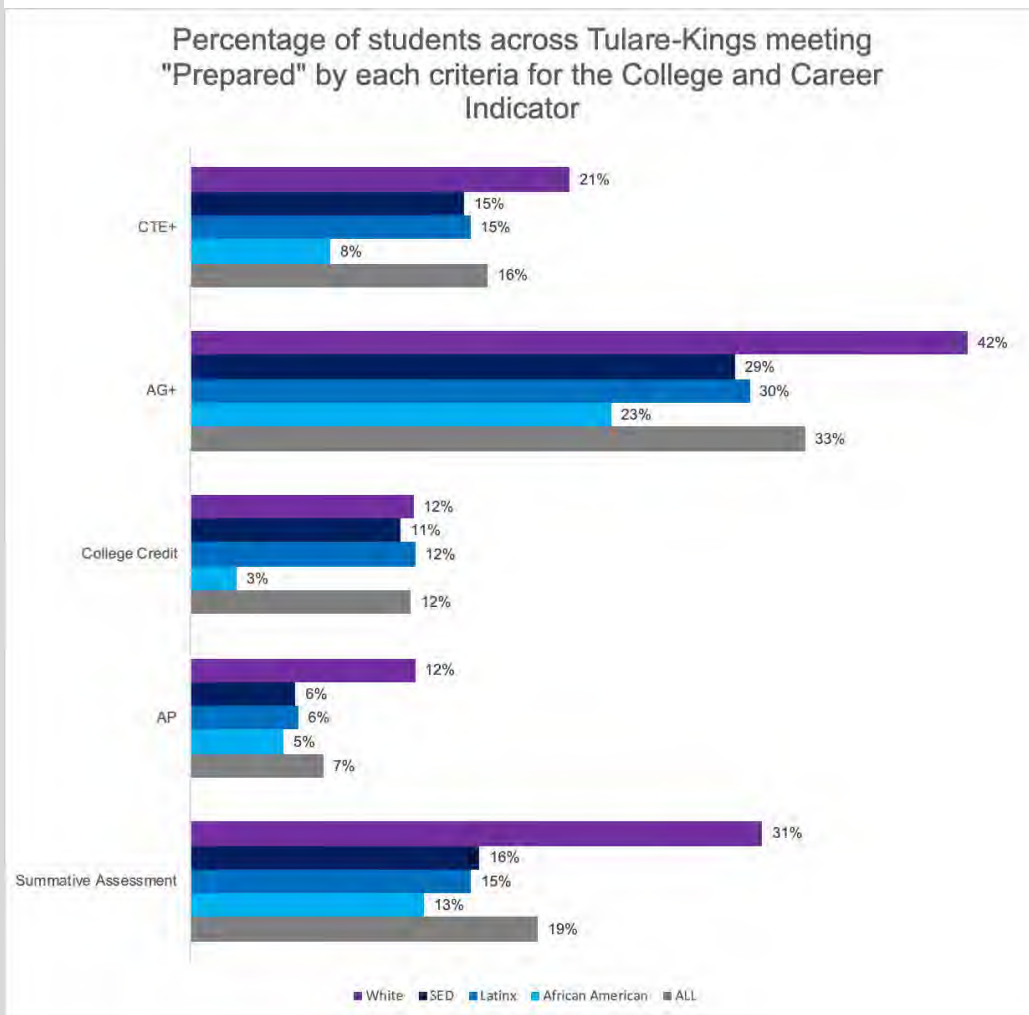
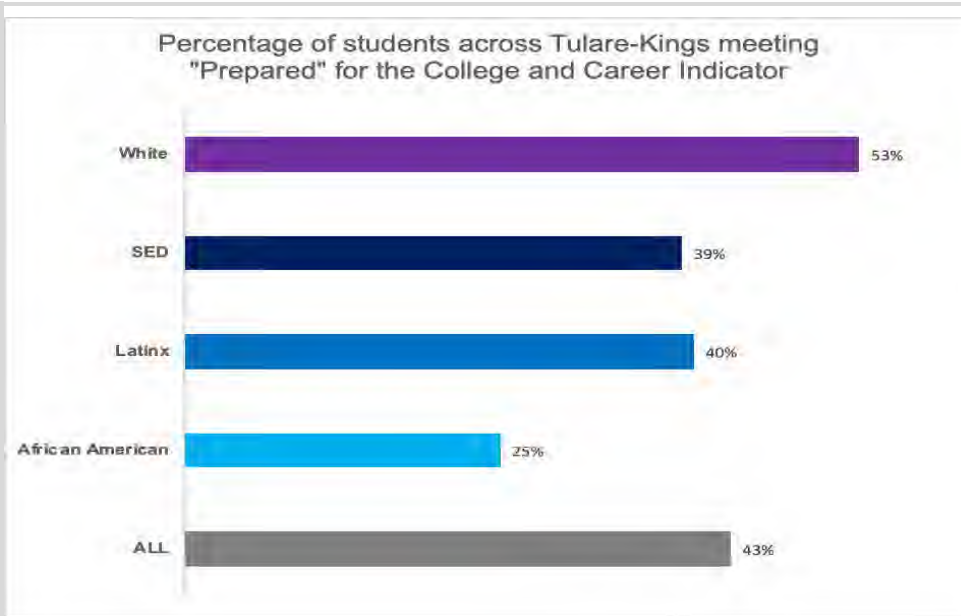
state's most vulnerable children. Nearly 83% of all public K-12 students in the Tulare-Kings region are identified as socio-economically disadvantaged, and in some districts the percentage of students qualifying for free or reduced-price meals is as high as 90%.

Much like the sparse fiscal resources in the region, low educational attainment and achievement plagues the counties, contributing to the ongoing cycles of poverty. According to California Health & Human Services, in both Tulare and Kings Counties, only about 13% of adults age 25 or older have attained a bachelor's degree or higher. Contributing to this low figure is the fact that, while a few universities have satellite options in Tulare and Kings counties, there are no 4-year institutions within the two counties. The lack of educational options coupled with the low rate of educational attainment compounds the region's financial challenges, with the lifetime earning potential for a college graduate far exceeding that of someone with only a high school diploma.

Of the 8,613 students who completed high school in 2017-18 in Tulare and Kings counties, about 60% enrolled in some form of post-secondary education. Most area graduates who attend college enroll in community college. While typically about 35% of students in both counties are eligible for UC/CSU enrollment (A-G eligible), the number of students who actually enroll in a 4-year institution puts Tulare and Kings at 39th and 44th, respectively, amongst the 57 California counties (3% enroll in a UC; 9% enroll in a CSU; 4% enroll in a private and/or out of state university).

Data also reveals that a large portion of our students are not academically ready or eligible to attend a post-secondary institution. In 2019, 43% of students in Tulare County were considered college-or-career ready per the California Department of Education's definition which is reported annually as the College and Career Indicator on California's accountability dashboard (<https://www.caschooldashboard.org/>). Similarly, 42% of students in Kings County were considered college-or-career ready.





These statistics point to the fact that prior initiatives within the region have not focused on systems that allow for real-time knowledge building, implementation of research-based interventions, and time to focus on individual student data. This investment proposes to build such systems which will allow educators to take critical, immediate action toward on-track academic college readiness for each student. Additionally, there have been very few efforts specifically targeting minority student outcomes. Without a shift in our approach to key academic preparation drivers, Black, Latino, and socio-economically disadvantaged students will remain unprepared to successfully enter a post-secondary educational institution. We believe that we can positively affect the trajectory of these students through a network aimed specifically at increasing college readiness among our Black, Latino, and socioeconomically disadvantaged students (SED) while also decreasing the gap between these students and that of their peers.

Scope and Approach: *Describe the scope and approach of the proposed work. This should be a narrative description of the principal results the investment would achieve and how those results relate to the problem described above (rather than a list of outcomes and outputs.) Note: You will provide a list of outcomes and outputs in the Results Framework.*

The principal results this investment will achieve are: 1. Improved college readiness for Black, Latino, and SED students; 2. A replicable continuous improvement delivery system for targeted school improvement; and, 3. Increased organizational capacity at the Tulare County Office of Education to improve outcomes for marginalized students. Our scope and approach to achieving these results is articulated below.

PRIMARY OUTCOME #1: Improved College Readiness for Latino, Black, and SED students

The aim for this outcome is to increase the number of Black, Latino, and SED students who are accepted into a postsecondary institution with an institutional graduation rate of 50% or higher by 2025. The percentage increase will be calculated based on participating schools' baseline acceptance rates.

College-Ready Theory for Improvement

Based on our experience in coordinating improvement collaborations with K-12 schools and post-secondary partners, we believe we will need to work on the following drivers in order to meet the College-Ready On-Track aim: 1) improve adult mindsets and systemic biases which have ultimately created gaps in college-ready outcomes for our targeted student populations; 2) address course access and placement policies which have historically prevented targeted students from meeting A-G and advanced course-taking requirements; 3) utilize College-Ready On-Track Success Teams to build relationships and mentor students to ensure they are college-ready; 4) provide academic supports coupled with equitable practices in grading and assessment in mathematics and advanced courses; and 5) develop student sense of belonging and sense of self as a learner.

Our rationale for these drivers is as follows:

- Driver 1: The first driver-related work has been developed based on consultation with our equity partners, the National Equity Project, and expert, Dr. Paul Georksi, who have supported our intention to begin with an evaluation of both adult individual and collective biases that exist on school sites which have contributed to inequitable practices and unfavorable outcomes. Teams will be supported to identify and name patterns, systems and mental models which exist under the surface of the outcomes and events visible above. Specifically, inequitable policies and practices related to A-G course

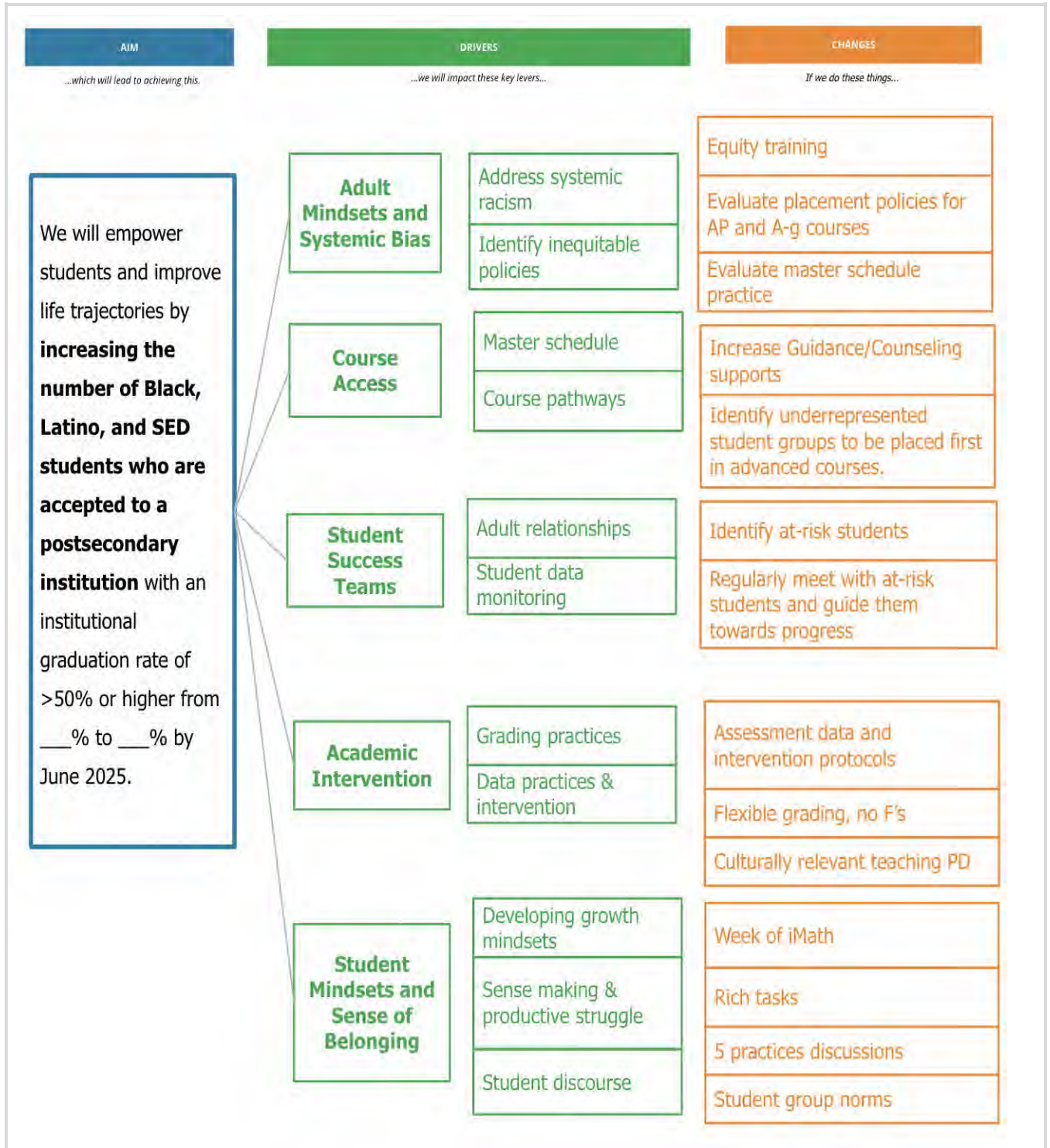
sequencing, tracking, and access to advanced courses will be reconsidered using an “iceberg model” utilized for compassionate systems in our work with Dr. Peter Senge and Dr. Mette Boll.

- Driver 2: Once teams have identified sources of inequity via root cause analysis as a part of the first driver, they will be supported in shifting high school counseling practices and master calendar and course placement policies in their work on the second driver. “The master schedule reveals the true beliefs, attitudes, values, and priorities of the school. The school’s master schedule is like looking at an MRI of the inner workings of a school. It is the window to the soul of the school” *The Master Schedule: A Culture Indicator, National Association of Secondary School Principals (NASSPP)*. We will leverage current partnerships with the TKCCC Counseling Network, expertise offered by UC Merced’s Center for Education Partnerships, Dr. Linda Darling Hamond, and research partnerships from San Francisco State University. Collective research supports that every student needs an individualized post-secondary plan 9-12th grade. Tracking policies often funnel marginalized students into one-way paths with unsuccessful outcomes. Teams will be supported to open access to the required coursework necessary for applying and being accepted into four-year institutes of higher education.
- Driver 3: Drawing on the research expertise of Dr. Chris Hatch and Hatching Results, along with ongoing partnerships through TKCCC with the *County Offices of Education Leadership for School Counseling (COELSC)* and *California Association of School Counselors (CASC)*, we have compiled an approach for supporting students via a success team structure. In this approach, a group of counselors, faculty and teaching staff are assigned to monitor a shared group of students focusing especially on those who are deemed at-risk students or within historically marginalized groups. The success team’s responsibility is to regularly review students’ academic achievement, discussing necessary supports, and reflect on the effectiveness of those interventions. Both High Tech High and CORE districts are sources from which we can draw as experienced practitioners of implementing this model.
- Driver 4: Two areas specifically relate to the classroom Academic Interventions driver and will be the focus of the work of mathematics teachers who join the teams in year two. Dr. Pedro Noguera’s (UCLA/USC) work on equity-focused instructional change has greatly impacted our understanding of the intersection between equity-driven systems work and on-the-ground instructional reform. We’ll utilize these ideas to drive change with regards to grading practices, use of data for monitoring academic outcomes, and effective instructional interventions in a culturally sensitive context.
- Driver 5: The fifth driver is intended to improve student mindsets and sense of belonging. We will draw upon lessons learned by working directly with Dr. Jo Boaler and YouCubed at Stanford University through *CVNIC: Mathematics* by providing professional development and coaching support on the role of growth mindset in student learning and how to best develop a sense of self in the math classroom through use of sense-making activities and opportunities to productively struggle as a learner.

We plan to initially focus our improvement efforts in math instruction. It is widely accepted that mathematics course pathways and remedial course policies become gatekeepers of college access because when students do not meet A-G requirements, it is likely due to a math deficiency. The CORE data system, a warehouse of the majority of California’s student population data, has noted that incoming freshmen with a “C” in 8th grade math were disproportionately placed in a remedial, non A-G, math course freshman year. African American and Latino students were much more likely to be required to repeat 8th grade math freshman year as compared to their peers. The same study showed that a student who is placed in remedial math Freshman year had only a 13% change of ultimately graduating A-G complete, as compared to 43% if they had been placed in a non-remedial course. We will build on CORE’s work to understand and address these kinds of access bottlenecks

that create "shadow cohorts" and widen achievement gaps. While we plan on starting with math, we will monitor ELA outcomes as well and will shift as needed to meet our student outcome aim.

The following driver diagram represents our current theory. This theory is humble in that we know it is likely incomplete and will need adjustment based on the specific data we gather for participating teams, input from stakeholders following root cause analysis, and empathy interviews to understand perspectives of those closest to the problem, all of which is further detailed in the Continuous Improvement section.



The Tulare County Office of Education hub will work with field experts to collect and curate change packages related to these drivers which include the specific resources or processes to be implemented, how and when to use them, and what to monitor in order to build evidence of impact. In this way, we are embracing a Breakthrough approach for change, the Institute for Healthcare Improvement (IHI) model, which focuses on supporting teams with prebuilt change packages so that they can focus on implementation rather than inventing new solutions. When teams join network meetings, these packages will be shared, sometimes by the very experts who helped to build them. Teams will discuss how and when to implement them. Improvement

often looks like the carving out of research proven practices so that the changes can fit into the contextual need of the system. Because the changes will already be developed, teams will be free to focus efforts on using PDSAs to implement and adapt the change and understanding how and when it produces an impact.

Two Improvement Pathways

The network will facilitate two parallel strands of focus and learning to execute on the Theory of Improvement.

Site Leadership Teams will work to address systemic sources of inequitable access to College-Ready courses and launch College-Ready Success teams to monitor and support vulnerable and at-risk students. They will work to meet aims together for the entire 4-5 years of the grant (grant years 1.5-5). Site Leadership teams will be composed of the Principal, Learning Director(s), Lead Counselor(s), Lead Teachers, and an Improvement Coach potentially housed at the county and/or site. Participating teams will:

- Develop site-based, equity-centered practices that are evident through policies, practices, and relationships. Prioritize equity work and use tools to support ongoing growth in this area.
- Evaluate course-taking pathways to identify opportunities and potential barriers for student access and success. Develop a plan to address inequitable course access.
- Identify at-risk students and develop protocols to build adult-student relationships, empower student voices, and support students to become and remain College-Ready On-Track.
- Engage students and their families in decision-making about course enrollment that supports their academic success and future opportunity in collaboration with teachers, counselors, and other advocates.

Academic Improvement Teams will have an overarching focus on developing students' identities as learners, classroom cultures that promote equity and belonging, and instructional practices that leverage content learning for all students. This team will meet starting at the end of year 2 and continue through year 5. (The work was intentionally designed to begin with the Site Leadership Teams to build a foundation for the equity lens and provide for a solid investigation from which teachers can launch with their disciplinary work.) Academic teams will be composed of participating content-area teachers, likely mathematics, and an improvement coach potentially housed at the county and/or site. Participating teams will:

- Develop equity-centered classroom practices to support the development of student's identities as mathematics learners, a classroom culture that promotes equity and belonging, and instructional practices that leverage mathematics learning for all students.
- Evaluate current instructional practices and the existing classroom culture to identify areas of growth. Prioritize equity work and use tools to support ongoing growth in this area.
- Identify opportunities and potential barriers for student access and success in math courses at the site as a mathematics team. Develop a plan to address barriers to access and success.
- Actively engage with at-risk students by developing strong adult-student relationships, empowering student voices, and supporting students to get back on-track.

The two stands will occasionally convene together to share insights and work together to remove systemic barriers.

School Selection

Twelve to fifteen comprehensive high schools will participate in the *CVNIC: College-Ready* network for the duration of the grant. Existing partnerships in Tulare and Kings Counties will be leveraged in initial network recruitment. High schools in Madera, Merced, and Stanislaus Counties are next designated for recruitment should we not obtain desired network participation from within Tulare and Kings Counties. Finally, if necessary,

we will look to high schools in San Benito, Monterey, and Santa Cruz Counties for network participation. All high schools to be considered for NSI participation are located within the *Mid-State Collaborative (MSC)* Geographic Area where strong collaborative partnerships between the TCOE and other county offices exist.

Sequence

The following table represents our improvement sequence which is detailed further in the *Activities Section* of this proposal. We will begin in year one with planning, recruitment, and onboarding to the network. Year 2 launches with leader-level work to understand and refine the systemic barriers to course access and students' academic support to ensure students have a course-taking plan which ensures they graduate college-ready. Year 3 is when the network begins to also include site academic teams who will work to refine classroom interventions meant to ensure students are academically performing at expectations.

Teams	Year	Focus
Leadership Teams	Year 1	<ul style="list-style-type: none"> • Site Recruitment and Onboarding • Individual Mindsets and Systemic Bias • Understanding Equitable Access to Advanced Courses and CORE content
	Years 2-4	<ul style="list-style-type: none"> • Understanding Equitable Course Access • College-Ready On-Track Success Teams
	Years 2-4	<ul style="list-style-type: none"> • Understanding Equitable Access to Advanced Courses and A-G Mathematics Courses • College-Ready On-Track Success Teams
	Year 5	<ul style="list-style-type: none"> • Redressing policies and practices related to course pathways, master calendar, and grading • Plans for site scale
Academic Improvement Teams	Year 2 (Spring)	<ul style="list-style-type: none"> • Onboarding • Understanding Equitable Course Access
	Years 3-5	<ul style="list-style-type: none"> • Understanding Equitable Access to A-G Mathematics Courses • Developing Learner Mindsets and Sense of Belonging • Academic Interventions

Key Participants

The Network Hub: The Tulare County Office of Education will serve the hub role. The Director will take sole responsibility for the progress of the network and will coordinate the collective effort of the entire hub in order to best support site teams. Advisors and faculty will serve the network by representing respective expertise areas, providing insights into network design, development of change packages, and directly coaching site teams. These expert areas include: continuous improvement, mathematics and/or ELA Instruction, school counseling, equity, and data analytics. The hub will meet monthly to debrief past events and feedback, plan for upcoming events, and reflect on team progress. This team will also meet regularly with internal focus groups, such as the TCOE Equity Design Team, to ensure organizational values are upheld and to bridge internal capacity build efforts.

County Offices: The College-Ready On-Track Network will partner with a set of county offices to develop capacity and support those districts participating in the network beyond Tulare County. County Office leaders will collaborate with the hub through pre-convening planning meetings to review the upcoming convening agendas, discuss change packages to be introduced, and provide context and support around improvement coaching to be utilized with teams in the upcoming action period. County members will also attend site team meetings and serve as improvement coaches when appropriate. County participation will ultimately prepare teams with structures, resources and tools for leading networks for school improvement.

District and School Leadership: In order to fully engage key leaders in this project, we will assist schools in identifying and mobilizing site and district leaders to serve as ambassadors for change. These ambassadors -- likely to include Principals, Deans/Academic Coaches, District Curriculum Directors, College and Career Directors, and other senior district staff -- will protect the team's time to engage in the network, help to remove implementation barriers, and finally, observe site impact on equitable outcomes so that the district can begin to think about scaling practices to decrease equity gaps throughout the network. To support the ongoing development of leaders, there will be focused attention on continuous improvement capacity building. We will support them in learning how to avoid common improvement pitfalls: initiative overload, scaling broadly before enough is known about context-implementation, suffering from improvement fatigue, and forgetting to remain curious and humble with regards to the bias that has sustained inequitable practices. While senior leaders will have less touch with the project than site leaders who will regularly engage with their team, all leaders will discuss site and network progress and review data bi-annually and will be invited to join with other network leaders annually at the leadership summit. The ultimate goal for all leaders is to build an infrastructure for improvement through which future problems can be addressed.

School Counselors: Counselors will serve an integral role within the network in years 2-5 to support and connect the work with students and in classrooms to the larger systems changes the teams are developing. The network will develop and refine the counselors' improvement skills in order to impact system practices and policies such as master scheduling (A-G courses offered across the schedule to accommodate student needs and interests), availability of high-level course offerings (AP, IB, Dual Enrollment), equitable placement processes (multiple measures, flexible course pathways), and grading practices that support learning (reassessment opportunities, multiple measures of success). TCOE Counselor Experts will lead and support the counselors' role within the network. Counselors will serve on both the Site Leadership Teams and on the Academic Improvement Teams. They will support the articulation across the two site teams, connecting the work with students and in classrooms to the larger systems changes the teams are developing.

Measurement

We will develop a measurement strategy that utilizes outcomes measures to monitor progress towards our aim, process measures to monitor the intermediary impact of driver work related to the theory, and network measures to evaluate the effectiveness of network design, collaboration, and support.

We will track the following annual outcomes measures across the network and for each site team: the number of students who are accepted to a 4-year institution, the percent of students who are college-ready in each grade per the *College-Ready On-Track Matrix* below, and on-time graduation rates. Once school participation is finalized, we will use baseline data to set network-spanning aims and support teams to establish site aims using site-based growth targets.

College-ready process measures are strongly tied to the College-Ready Theory for Improvement drivers which act as levers for moving the outcome. These process measures, which will serve as leading indicators, include:

HS Advanced Course-Taking, Math Proficiency, ELA Proficiency, A-G Completion, GPA, and Attendance. Monitoring these measures will allow us to identify bright spots and dark corners in implementations towards meeting the college-ready aim. It is likely that one site may find one area of work impactful where another site with differing needs, may need to focus more heavily elsewhere.

Network measures will be used to evaluate the effectiveness of network design, collaboration, and support. The Network Health Survey utilized across the NSI portfolio will evaluate member capability building and engagement. Social Network Analysis is an embedded metric within the survey which measures district collaboration within across teams. Team Progress rubrics will be used to self-evaluate teams and plan for supports as needed and ongoing feedback at network meetings will serve as a formative measure for convening effectiveness.

The following table illustrates the overall measurement strategy for outcomes and processes. These measures may adapt once we consult with field experts and data partners.

Measure Type	Measure	Metric	When	Source
Outcome	College- Ready Rate	% of students who are college-ready at each grade and overall disaggregated by student group	Quarterly	Network Dashboard, Local Reporting
	Graduation Rate	% of students who graduate in 4 years	Annually	CalPads, State Reporting
Process	HS Advanced Course-Taking	% of students at each grade level who meet minimum requirements for HS Advanced Course-Taking (See Grade Level Matrix above)	Annually	CalPads, State Reporting
	Math Proficiency	% of students Proficient/Advanced on local benchmarks	Quarterly	CalPads, State Reporting
	Math Proficiency	% of students meet or exceeding standards on SBAC Math Assessment in 11th grade, disaggregated by student group	Annually	State Reporting
	ELA Proficiency	Proficient/Advanced on local benchmarks	Quarterly	CalPads, State Reporting
	ELA Proficiency	% of students meet or exceeding standards on SBAC ELA Assessment in 11th grade, disaggregated by student group	Annually	State Reporting
	A-G Course Completion	% of students at each grade level who meet minimum requirements for A-G Course	Annually	CalPads, State Reporting

		Completion (See Grade Level Matrix above)		
	GPA	% of students with a GPA of >3.5 at each grade and overall disaggregated by student group	Quarterly	Network Dashboard, Local Reporting
	Attendance	% of students with attendance of >95% at each grade and overall disaggregated by student group	Annually	CalPads, State Reporting
	Student Learner Identity and Mindset Survey	% of students who mark favorably for student identity and mindset	Bi-annually	Survey
Network	Team Progress	% of teams meeting their outcome goals	Quarterly	Hub: Determined, Team: Self- Reported
	Social Network Analysis	Number of collaborative connections within and across sites.	Bi-annually	Survey
	Network Health	Various metrics embedded to capture capacities built, improvement processes utilized, and internal and external supports.	Bi-annually	Survey

Based on California State University (CSU) and University of California (UC) guidelines and recommendations, we have created “academically prepared” targets at each grade level which will guide our focus and shape grade-level growth targets. The College-Ready On-Track Matrix details end of grade level expectations for minimum requirements and provides an overall goal for all students. Once we finalize participating high school teams, we will analyze 2018-19 data related to the metrics below for each grade level so that teams can identify specific areas of need to be addressed.

College-Ready On-Track Matrix by Grade

	9th Grade	10th Grade	11th Grade	12th Grade
HS Advanced Course-Taking	NA	One Advanced Course completed	Two Advanced Courses completed	Two-Four Advanced Courses completed
Math Proficiency	Proficient/Advanced on local benchmarks	Proficient/Advanced on local benchmarks	Meets Standard on SBAC	Met Standard on SBAC
ELA Proficiency	Proficient/Advanced on local benchmarks	Proficient/Advanced on local benchmarks	Meets Standard on SBAC	Met Standard on SBAC

A-G Course Completion	Pass at least 4 courses with a B or better	Pass at least 8 courses with a B or better	Pass at least 12 courses with a B or better	Pass all 15 courses with a B or better
GPA	3.0	>3.0	>3.0	>3.0
Attendance	>95%	>95%	>95%	>95%

In addition to measurement displays provided to site teams for monitoring NSI progress and outcomes, teams will also benefit from being on boarded to the CORE Data Collaborative which will provide them access to a host of other data capacity building, collaboration, and analytics opportunities. The proposal requests fund to cover the cost of full district participation even though only a select number of high schools will be participating in the NSI, an added incentive for participation and opportunity for district spread down the road.

PRIMARY OUTCOME 2: Utilization of a Continuous Improvement Delivery System for School Improvement

The Continuous Improvement Model

The NSI will utilize the Carnegie Foundation’s *Six Core Principles of Improvement*:

1. Make the work problem-specific and user-centered.
2. Variation in performance is the core problem to address.
3. See the system that produces the current outcomes.
4. We cannot improve at scale what we cannot measure.
5. Anchor practice improvement in disciplined inquiry.
6. Accelerate improvements through networked communities

These principles will help us to design a robust improvement system to meet our aims while also building improvement capacity within the participating county offices, districts and schools. Attending to these principles will enable teams to identify which changes led to improvement, under which circumstances and for whom, so that schools can build and sustain improvement infrastructure for future problems of practice. We will also look to these principles as we consider improving our network design and structure to meet the goals of this project.

The Tulare County Office of Education employed this same model in our Gates funded Central Valley NIC, work that was recognized by the Carnegie Foundation as a 2018 [Spotlight Honoree](#).

Our approach to attending to these six principles follows:

Problem-Specific and User-Centered: Our onboarding will make clear the problem related to inequities of College-Ready outcomes (principle one). A humble stance will be an essential must as we navigate the sometimes-uncomfortable realities many students face. Empathy interviews will serve as powerful tools to better understand various experiences related to the inequities we uncover and how those ultimately impact schools, students and the community. Leaders will be supported in designing interviews of those closest to the problem, a liberatory design consideration, which includes students, parents, schools’ staff and teachers. The

goal of empathy interviews is to understand how individuals personally experience the system, policies, or practices as they relate to college-access and situate them to be a part of the solution.

Attending to Variation: Attending to variation in performance, (principle two), will take on a dual focus: decreasing inequitable achievement gaps and decreasing implementation gaps of participating teams. Addressing the gap between targeted student outcomes and that of their peers will be the ongoing focus for site teams and the overall goal of the network. To meet those goals, teams will be implementing research-proven change packages utilizing continuous improvement methods and tools. We know teams will need support in using continuous improvement to learn how best to carve out changes that meet their particular needs, understanding how and when these changes work and under what circumstances becomes the lens for change. There is no one silver bullet solution, so for change to occur, a reflective focus on HOW to get improvement is the key. Unfortunately, not all teams are skilled at using a continuous improvement mindset or approach, so we must also identify and address teams' ability to engage with one another using the codified model. The hub will closely monitor team progress and outcomes, ultimately working to decrease implementation variance so that all teams progress appropriately. We will use the *Project Progress Rubric* below to monitor team progress.

Project Progress Score	Operational Definition of Project Progress Score
0.5 INTENT TO PARTICIPATE	A general focus area has been identified but a specific project has not been selected nor the team formed.
1.0 "CHARTER" and TEAM ESTABLISHED	Team has been identified, but no work has been accomplished. The team has created a charter OR chosen a specific area to investigate.
1.5 PLANNING HAS BEGUN	Organization of the project structure has begun (i.e. meetings are scheduled, required resources and support are identified, tools/materials are gathered etc.)
2.0 ACTIVITY BUT NO TESTS	Initial learning has begun —investigation about the problem, collection of baseline data, development of initial theory of improvement, etc.
2.5 TESTS BUT NO IMPROVEMENT	Initial testing cycles have begun. Some measures have been established to track progress. Data displays have been created.
3.0 MODEST IMPROVEMENT	Completed tests of changes have produced meaningful learning relevant to the theory of improvement identified in the team's charter. Anecdotal evidence of improvement exists.
3.5 IMPROVEMENT	Testing continues and additional improvement in project measures towards goals is seen.
4.0 SIGNIFICANT IMPROVEMENT	Expected results are achieved for the identified population or subsystem. Support for implementation has begun (training, documentation of practices, establishment of standard work routines, etc).
4.5 SUSTAINABLE IMPROVEMENT	Data on key measures indicate sustainability of the improvement. (i.e. 9-12 data points over time at the new level of performance.)
5.0 OUTSTANDING SUSTAINABLE RESULTS	Project goals and expected results have been accomplished. Organizational changes have been made to accommodate new practices and make the changes permanent.

Seeing the System: Appreciation that the system design is responsible for current outcomes, (principle three), will provide the necessary lens for early root cause analysis. Collecting and consolidating empathy data, along with analyzing longitudinal outcome data, will enable teams to more broadly see the impact of current system design and sets the stage for further root cause work to understand which systemic elements are responsible for unfavorable outcomes. We will support teams to better understand sources of persistent inequity so that they can ultimately improve systemic structures and processes which have enabled these inequities to persist.

Measurement: Attending to measurement (principle four) is an essential facet of our improvement work. We will need to closely monitor the impact of changes on the system in order to understand how and when an improvement occurs. We will be monitoring College-Ready outcomes such as A-G completion and GPA, to identify when improvements occur, but we will also monitor how those improvements were possible by tracking changes made to policies related to course access, student data tracking and counseling supports, and shifts in instructional practice in core content. Knowing when and how improvement occurs is the only way to intentionally spread effective practice across schools and ultimately across larger educational systems. We will be building a measurement system that captures network gains but also supports sites to utilize local measures so that teams can be informed of local impacts as a result of their efforts. The College-Ready Matrix will analyze

students' growth in College-Ready indicators which will predict whether a student will eventually graduate College-Ready. This allows the teams to identify students who are at-risk and discuss why this may be occurring so they can intervene before it is too late. We will provide site reports quarterly which provide important insight about team progress but also allows the network to identify bright spots of implementation so that they may learn from one another how to improve results.

Disciplined Inquiry: Principle five relates to disciplined inquiry and will likely be the largest need for capacity building. We will teach participants to implement changes using Plan/Do/Study/Act (PDSA) as a tool to understand the direct impact of that change. Individuals will be implementing small tests of change, collecting data, and reflecting on whether the change resulted in the impact intended. While one small change likely won't produce any huge improvement, it is the culmination of many changes and tweaks to tools or processes that add up to big improvements over time. Oftentimes, these tests can expose gaps in individual and collective theories about why problems exist and how to solve them, punching holes in our own biases that can perpetuate the problem itself. While individuals will be implementing and reflecting on change using PDSAs, the site teams will be sharing their data and accelerating their learning as a consolidating unit. The idea of disciplined inquiry and use of PDSAs is simple but in practice can be the biggest challenge, thus we will support teams with heavy coaching to implement and fully maximize this essential tool. Previous work with improvement teams has taught us that moving teams from a Project Progress Score of 2.5 (initial testing but no improvement) to a 3.0 (completed tests have produced improvement) is a big hurdle. Often teams half-heartedly attempt to utilize PDSAs, do not document their learnings well, or forget to truly pay attention to the immediate impact of their changes. This gets teams stuck with few results. So, knowing this, we focus support for the coaches to have tools to help push teams along, to continue to fully leverage PDSA learning. We also heavily prioritize this issue at network meetings, because if we can get teams to a 3.0, they often become an advocate and support for other teams.

Networking: We will utilize the power of the network to accelerate learning (Principle Six). Given the rural nature of our community, removing silos and connecting individuals to research and practice expertise is the foundation of this work. Structured collaboration within site teams will serve to accelerate individual learning. Likewise, collaboration across teams at network convenings and virtually in the action period will accelerate individual team progress. We will support teams to leverage the community with knowledge sharing and collaboration around sources of inequity, which changes to implement, a discussion around impact, and dialog around how to remove barriers to implementing improvement tools and processes. Members will be encouraged to learn, apply, and reflect at network convenings, onboarding summer sessions, and on-demand professional development opportunities both in-person and virtual. Individualized support and personal coaching will be an important facet of this effort to deepen knowledge and expand capabilities. Network convenings are essential cornerstone collaboration moments where sites share about their project, hear from others, learn new change packages or resources, and continue to refine their improvement capacity.

The hub will closely monitor social network effectiveness through bi-annual surveys and analysis which will aim to make collaboration a transparent aim of the hub, a goal that will itself undertake improvements to ensure collaboration is built, refined, and maximized. In our previous network, *The Central Valley Networked Improvement Community: Mathematics (CVNIC: Mathematics)*, a social network analysis (SNA) was used which allowed the hub to identify siloed teachers and school sites but also see teams who were highly connected and influential to others. We were able to design changes to collaboration structures, launching site visits and focusing on engaging teams across sites at network meetings, to build closer working relationships within and across teams. Later social network analysis showed these improvements made a huge difference in the number of interactions within and across sites and created more bridges between teams. These bridges represent the potential of knowledge to spread and are critical elements of network spread. We will utilize what we learned about effect collaboration along with the SNA to build and refine a new collaborative space for this network.

Team learning and site data will be collected and shared with the hub using the knowledge management system at identified times in the action period. The hub will collect this data across teams, analyze results and organize resources or necessary guidance, then send network-wide trends and any necessary resources and/or guidance to support the teams in moving forward with implementing their changes. Site coaches will play an integral role in supporting teams to utilize hub resources and leverage improvement tools as they learn to implement.

Strategic Change Management

Associates of Process Improvement's (API's) Model for Improvement will help to structure a laser-focused look at intended outcomes, both site-based and network wide, and the process by which we will work to achieve those results. The model asks three questions:

1. What are we trying to accomplish?
2. How will we know when a change is an improvement?
3. What changes might we introduce and why?

To address question one, *What are we trying to improve?*, we will establish network aims based on a growth model built on current college-ready outcomes related to the disparity between Black, Latino and SED students and that of their peers. We will also support site teams in early phases to develop their own aims as they relate to their specific local needs based on their early equity investigations. Together, we will be working towards site aims while also making progress towards collective, network aims. It is important to distinguish between the two as the hub will be monitoring site progress and offering individualized support when needed which will in turn advance the overall outcomes.

To address question two, *How we will know when a change is an improvement?*, we will support teams with local data dashboards using the College-Ready matrix by grade level, disaggregated by student groups as described in the Scope and Sequence section above. This will allow teams to see the direct impact of change locally and will also allow for teams to share with one another how to best implement the change packages based on formative data. Building a data culture is essential to networked improvement. Capacity building will include regular and supported use of data protocols, site data meetings led by improvement coaches, and technical capacity built around understanding and use of data displays and statistical analysis.

Finally in question number three, *What changes might we introduce and why?*, the hub will work with field experts to collect and curate change packages related to the theory drivers which include the specific resources or processes to be implemented, how and when to use them, and what to monitor as a result.

We will use the frame of the three questions to support teams in designing their PDSAs, understanding how implemented changes impact their system and ultimately move the needle on College-Ready outcomes. This straightforward approach to achieving results was a foundation of the *Central Valley Networked Improvement Community's (CVNIC)*'s improvement model, an effort that earned a Continuous Improvement Spotlight award from the Carnegie Foundation in 2018.

This work will depend on educators to utilize an improvement model that may be new to them, so along with learning about the specific change elements to support student outcomes, they themselves will need to learn a new approach to how they learn change into their system as a collective improvement team. We will provide foundational and advanced improvement capacity building in summers and as needed throughout the year. This will be continually revisited throughout the project timeline and supported directly by coaches during site meetings and action periods.

PRIMARY OUTCOME #3: Increased Organizational Capacity to Improve Outcomes for Marginalized Students

TCOE's capacity to support LEAs and other COEs in improving outcomes for Latino, Black, and socio-economically disadvantaged students will be increased as a result of this investment. The organization will plan, implement, and monitor internal growth in Diversity, Equity and Inclusion (DEI), Data and Measurement, and Continuous Improvement capabilities as an extension of our Model Design and Initiation (MDI) funded efforts.

Diversity, Equity, and Inclusion

Diversity, Equity, and Inclusion capacity-building will be an ongoing focus over the course of the grant for both those serving in network leadership roles and for TCOE staff throughout the organization as we recognize the importance of keeping equity in the forefront of all decisions and actions and that equity-driven mindsets and actions cannot be siloed.

The TCOE Equity Design Team (EDT), established as a facet of our Gates-funded MDI work, will remain in place and expand to include those working directly with the NSI and representatives from other TCOE departments who have yet to engage at a deeper level with this work. The TCOE EDT will continue to receive consulting support from the National Equity Project (NEP) as they lead the organization in developing resources, securing professional learning opportunities, and messaging the "why" in order to create conditions in which marginalized persons (students and adults) have barriers removed and supports provided to realize one's full potential.

The TCOE EDT will convene and collaborate with the larger TCOE Equity Leadership Team (ELT), composed of representatives from various levels (classified, certificated, management, and executive) on a bi-monthly basis for the purpose of ensuring the actions and messages are representative of all. In addition to providing feedback, the TCOE ELT will serve as ambassadors of DEI efforts as they are charged with championing and modeling equity-driven practices. In addition to serving in an advisory role, TCOE ELT members will continue to be invited to engage in ongoing DEI professional learning experiences.

NEP Liberatory Design tools will be utilized to assess opportunities and challenges through both a complex systems and systemic oppression lens. An emphasis on balancing both technical and relational approaches will be a foundational element of TCOE's DEI work.

Network convenings and meetings will be designed to model the NEP Designing and Facilitating Meetings for Equity framework in which conditions are created to engage in difficult conversations about equity. A focus on what participants are experiencing, in addition to the tasks they will complete, will be essential in diminishing anxiety, volatile emotions and unproductive group dynamics. Network participants will both experience and be explicitly trained in applying NEP strategies and structures that support productive meetings and build greater agency.

Dr. Paul Gorski's (EdChange) Five Abilities of Equity Literacy will be utilized as a resource in initial DEI NSI conversations and as a gauge of DEI progress for both TCOE and network participants throughout the NSI project. Equity Literacy Institutes and equity coaching will cultivate the knowledge and skills for both individuals and institutions to move through the following stages: 1. The recognition of even the subtlest biases and inequities, 2. The ability to respond skillfully and equitably to biases and inequities in the immediate term, 3. The ability to redress biases and inequities by understanding and addressing them at their institutional roots, 4. The ability to actively cultivate equity by applying an equity commitment to every decision, and 5. The ability to sustain equity efforts even in the face of discomfort or resistance.

Data and Measurement

The deepening of data literacy capacities of hub leaders coupled with expansion of the TCOE organizational data and measurement infrastructure will result because of this investment.

A partnership with CORE and their data partner, Education Analytics, will increase our capacity to provide seamless platform onboarding and data literacy professional growth opportunities to NSI participants and the additional Tulare County LEAs we serve. TCOE hub members will participate in CORE Data Collaborative activities and serve as contributing partners in future efforts as appropriate.

The expertise of the existing TCOE Data Workgroup team members will be leveraged for internal learning associated with our measurement system. Areas for focused growth will include refinement of data consolidation routines and processes, knowledge management, and the nuances of measurement for improvement coupled with measurement for achievement.

Engaging with an outside researcher and evaluator to measure performance outcomes of network participants and comparison schools will provide us the opportunity to analyze and consider additional data points we are unaccustomed to utilizing and will likewise increase our capabilities.

Continuous Improvement

TCOE's organizational capabilities to support continuous improvement will increase significantly over the course of the five-year grant period as we will learn how to engage multiple improvement teams consisting of district leaders, site leaders, school counselors, academic coaches, lead teachers, and classroom instructors in graduated improvement efforts in a secondary setting. Through the MDI Grant, TCOE has developed a continuous improvement toolkit that will support our efforts in establishing structures and protocols for our teams to leverage learning of the network. TCOE's capacity to implement continuous improvement in complex, deeply rooted high school structures will be realized as a result of this project.

While all continuous improvement efforts are designed to create positive conditions and outcomes, the equity focus of the NSI will provide the opportunity for TCOE to develop and grow in the delivery of intentionally tailored processes and supports that bring the inequities our systems produce coupled with our responsive actions to the forefront of all improvement work.

Chartering and leading an NSI during and in the years following a pandemic and national civil unrest around racial oppression provides another opportunity for TCOE to strengthen their capacity to facilitate continuous improvement work situated in a context of increased urgency and in a variety of delivery models. "Not returning to normal" but rather, envisioning and redesigning our systems to operate differently in service of students by utilizing a continuous improvement model will be achieved.

County Offices of Education (COE) organizational capacity beyond TCOE will also increase as we will work alongside and mentor external COE coaches to support network schools outside of Tulare County in DEI, Data and Measurement, and Continuous Improvement structures and practices. External COE coaches will participate in network convenings, professional learning sessions, cross-site visits, coaching sessions, network data consolidation routines, and will receive personalized coaching from TCOE NSI faculty.

Risk Mitigation: *As needed, describe any significant risks to the success of this project and how you plan to address them.*

Possible risks to the success of this project include a network school not being ready to take on continuous improvement and equity-focused work, schools' leadership being reluctant to assume a new initiative in the midst of COVID and distance learning, a change in district or site leadership resulting in diminished participation and/or support, and scheduling challenges in a network consisting of numerous organizations and competing initiatives.

As part of network recruitment and chartering activities and in an effort to determine "fitness" for deep continuous improvement and equity-focused work, the hub will clearly communicate to leaders in potential network schools full scope and sequence of the network and the commitment required for NSI participation. Criteria predictive of participant engagement and continuous improvement engagement will be identified and potential NSI districts will be asked to complete a self-evaluation NSI Readiness and Fit Survey and engage in a reflective discussion with the hub. The identification of current district/school initiatives, reflection upon the alignment of NSI goals with site goals, and resource (time/money) requirements will be incorporated into the NSI Readiness and Fit Survey. The TCOE/NSI Participant Memorandum of Understanding (MOU) will include specific language regarding the district and school understanding of and commitment to network responsibilities.

In cases where a school is a good match for network participation but there are reservations to take on new work during the COVID-induced distance learning context, TCOE will illuminate the benefits of collaborating with peers across systems around a shared problem which has been intensified by the pandemic. Knowing that the disruption of schooling has disproportionately impacted students of color and low-income students, the need to make strategic instructional decisions and implement equity-focused instructional and systemic practices and policies is critical. Participation in the network will afford educators the access to expertise and a formalized structure for learning, collaborating, and improving practices responsive to the long-existing and COVID-exacerbated needs of marginalized students.

To mitigate interruptions in network participation due to district and/or site leadership changes, capacity for equity-focused continuous improvement work will be built at strategic, differing levels of the system. By intentionally creating an infrastructure with proven success, the systems and structures will more likely be able to endure leadership and staff turnover. Network participants will develop district and site narratives chronicling and celebrating their improvement journey for use in onboarding new network members due to changes in staffing in the established NSI.

Structures for collaborating with and convening multiple organizations, are complex and will be carefully designed. Annual NSI activity calendars will be developed collaboratively employing consensus building and equitable voice protocols. The identification of current district/school initiatives and reflection upon their alignment with the work of the NSI along with their impact and resource (time and money) requirement will be incorporated into the NSI Readiness and Fit Survey. Technology will be leveraged to bring network participants together and lessen constraints imposed by travel especially during our current pandemic.

How We'll Work Together: *This question is intended to begin the dialogue on how foundation staff would work with you to achieve the intended outcomes. Topics could include minimal staff support, any specific issues that would likely need on-going discussion, regular communications, or other information to help establish mutual expectations and assist with implementing the proposed work.*

TCOE has greatly benefited from working closely with foundation staff in previous projects and requests ongoing support in a similar fashion should we be awarded this grant.

We have found the completion of the monthly check-in surveys and the accompanying discussion with our program officer to be extremely valuable as it causes us to document and reflect upon incremental progress, successes, and challenges, and to articulate and in some cases, adjust next steps. Having a program officer as an external thought partner and source for suggestions, resources, and access to expertise will continue to assist us in achieving our intended outcomes.

Being connected to and collaborating with other NSIs and organizations with common aims and/or approaches is also desired. Should the foundation elect to sponsor a network of networks, TCOE is prepared to fully participate. Similarly, TCOE has benefited from the NSI Exchange resource sharing platform and is prepared to become a participating contributor.

Working with an external evaluator as part of NSI Cohort Three will bring an additional level of foundation and external provider interaction. TCOE will benefit from engaging with and learning from the data collection and reporting processes to transpire. Clearly communicated expectations and timelines required by the evaluators will assist us in providing necessary information in a complete and timely manner.

Activities: *Describe in further detail what activities are necessary to produce the principal results. Please ensure that these activities align with the results in the Results Framework. Please include what successes and challenges you have experienced in positively impacting Black, Latino, and low-income students, lessons you have learned, and how these successes and challenges informed the activities in this proposal.*

Overview of the Project Design

The College-Ready On-Track Network is a five-year project, with the commitment toward increasing the number of Black, Latino, and socioeconomically disadvantaged students who are college-ready on-track. As describe above, in year one, the network hub will prepare the chartering and onboarding of the site leadership teams. In years two through five, the network will convene with site leadership teams focused on leading for systems change through the lens of equity and access with ongoing support of the National Equity Project. Years three through five continues to focus on systems change with the site leadership team and brings on site Academic Improvement Teams composed of mathematics teachers to design classroom experiences for equitable outcomes. The fifth year of the network will continue to convene site Leadership and Academic teams to consolidate effective implementation and scale and spread the work on sites.

The charts below reflect how we are thinking about year to year activities. For more details on items in these charts and potential COVID disruptions, see Appendix #1.

Year 1 Activities		
Timeframe	Action	Activities

July 2020- Dec 2020	Chartering Phase	<ul style="list-style-type: none"> • Identify internal assignments for Director, Coordinator, Faculty, and Advisors * • Codify the College-Ready Theory of Improvement to begin drafting changes packages and measures * • Develop network roles, calendars, and commitments* • Develop a data sharing MOU* • Create data visualizations for potential schools* • Create recruitment resources* • Develop the NSI Readiness and Fit Survey • Develop Systems Analysis protocol • Develop Capacity Building PL: Equity, Continuous Improvement, Data • Vet and select collaborative workspace platforms* <p>Note: * items are included in Planning Grant.</p>
Jan 2021- May 2021	Onboarding Phase	<ul style="list-style-type: none"> • Confirm participating schools, administer NSI Readiness and Fit Survey, procure MOUs • Site visits • Onboard participating districts to CORE data system • Analyze and share network-wide data • Refine change packages and finalize measurement strategy • Host virtual capacity building sessions for CI and data
May 2021- Sept 2021	Network Launch	<ul style="list-style-type: none"> • Convening Planning • Site Leaders Convening for School Leaders, Counselors, and Lead Teachers. Focus: Individual Mindsets and Systemic Bias, Understanding Equitable Access to AP and Core content. • Action Period Work: Understanding school systems as sources of current outcomes; Investigating Master Calendar processes and student placements; Conducting empathy interviews with staff, students and parents

Year 2 Activities		
Timeframe	Action	Activities
Sept 2021- May 2022	Network Convenings for Leaders and Action Period Work	<ul style="list-style-type: none"> • Convening 1 (Sept 2021) <ul style="list-style-type: none"> ○ Understanding Equitable Course Access ○ College-Ready On-Track Success Teams • Action Period 1 Work: <ul style="list-style-type: none"> ○ Launch site meetings, 2x/action period <ul style="list-style-type: none"> ▪ Coach to share back with the hub during each action period ○ Review local data regarding College-Ready On-Track (A-G completion,

		<p>attendance, and SBAC/district assessment)</p> <ul style="list-style-type: none"> ○ Conduct a local needs assessment based on findings ● Convening 2 (Jan 2022) <ul style="list-style-type: none"> ○ College-Ready On-Track Success Teams ● Action Period 2 Work: <ul style="list-style-type: none"> ○ Continue site meetings, 2x a month <ul style="list-style-type: none"> ▪ Coach to share back with the hub monthly ○ Launch College-Ready On-Track Success Teams ○ Bring back implementation data and reflections for improvements ○ Discuss revisions to course placement based on inequities discovered through investigations ● Convening 3 (Mar 2022) <ul style="list-style-type: none"> ○ Understanding Equitable Course Access ○ College-Ready On-Track Success Teams ● Action Period 3 Work: <ul style="list-style-type: none"> ○ Continue site meetings, 2x a month <ul style="list-style-type: none"> ▪ Coach to share back with the hub monthly ○ Continue College-Ready On-Track Success Teams ○ Plan for revisions to course placement based on inequities discovered through investigations ● Convening 4 (May 2022) <ul style="list-style-type: none"> ○ Understanding Equitable Course Access ● Action 4 Period Work: <ul style="list-style-type: none"> ○ Continue site meetings, 2x a month <ul style="list-style-type: none"> ▪ Coach to share back with the hub monthly ○ Continue College-Ready On-Track Success Teams ○ Prepare for incoming students
Apr 2022	College-Ready Retreat	<p>Focus:</p> <ul style="list-style-type: none"> ● Through our networked approach, CVNIC College-Ready will take collective action, build capacities, and accelerate learning across sites and districts. Our social learning approach and rhythm of network activities has created the structure for continuous improvement and shared learning. The retreat provides another opportunity to deepen and extend the impact of this work.

Jun 2022- July 2022	Summer Onboarding for Academic Teams	<ul style="list-style-type: none"> • Capability Building and Onboarding Offerings
Jun-Aug 2022	Network Planning for Year 3	<ul style="list-style-type: none"> • Planning for and reflecting upon convenings • Coordinating with internal and external expert presenters • Evaluating and adapting the College-Ready Theory for Improvement • Data consolidation: <ul style="list-style-type: none"> ○ Monthly site data (PDSA) consolidation and feedback ○ Network Health Survey, administered 2x/year - analysis of the health and function of the network as a whole and individuals within ○ Social Network Analysis - Determining the connections and knowledge flow through network participants • Refining Math Instructional Change Packages: <ul style="list-style-type: none"> ○ Consulting with experts ○ Compiling resources ○ Designing measurement plan ○ Create the package and add to the platform

Year 3 Activities		
Timeframe	Action	Activities
Sept. 2022	Network Convenings #1 for Leader and Teacher Teams	<p>Leader Convening Focus:</p> <ul style="list-style-type: none"> • Understanding Equitable Access to A-G Mathematics Courses • College-Ready On-Track Success Teams • Action Period Work: <ul style="list-style-type: none"> ○ Continue site meetings, 2x a month <ul style="list-style-type: none"> ▪ Coach to share back with the hub monthly ○ Meet with teacher teams and prepare them with background on year 2 work with leads <p>Teacher Convening Focus:</p> <ul style="list-style-type: none"> • Understanding Equitable Access to A-G Mathematics Courses • Developing Learner Mindsets and Sense of Belonging • Action Period Work: <ul style="list-style-type: none"> ○ Launch site meetings, 2x a month <ul style="list-style-type: none"> ▪ Coach to share back with the hub monthly ○ Review local assessment data ○ Implement Growth Mindset Change Package ○ Watch “NEP: Starting the Equity Conversation” Webinar

Fall 2022, Spring 2023	Leader Cross-Site Collaboration	Focus: Real-time PDSAs on school sites
Jan.2023	Network Convenings #2 for Leader and Teacher Teams	<p>Leader Convening Focus:</p> <ul style="list-style-type: none"> ● College-Ready On-Track Success Teams ● Instructional Supports in AP and Core Content ● Action Period Work: <ul style="list-style-type: none"> ○ Continue site meetings, 2x a month <ul style="list-style-type: none"> ▪ Coach to share back with the hub monthly ○ Meet with teacher teams and prepare them with background on year 3 work with leads <p>Teacher Convening Focus:</p> <ul style="list-style-type: none"> ● Developing Growth Mindsets ● Sense Making and Productive Struggle ● Action Period Work: <ul style="list-style-type: none"> ○ Launch site meetings, 2x a month <ul style="list-style-type: none"> ▪ Coach to share back with the hub monthly ○ Review local assessment data ○ Implement Growth Mindset Change Package ○ “NEP’s Focal Students” Webinar
Mar 2023	Network Convenings #3 for Leader and Teacher Teams	<p>Leader Convening Focus:</p> <ul style="list-style-type: none"> ● College-Ready On-Track Success Teams ● Instructional Supports in AP and Core Content ● Action Period Work: <ul style="list-style-type: none"> ○ Continue site meetings, 2x a month <ul style="list-style-type: none"> ▪ Coach to share back with the hub monthly ○ Meet with teacher teams and prepare them with background on year 3 work with leads <p>Teacher Convening Focus:</p> <ul style="list-style-type: none"> ● Discourse ● Sense Making and Productive Struggle ● Action Period Work: <ul style="list-style-type: none"> ○ Launch site meetings, 2x a month <ul style="list-style-type: none"> ▪ Coach to share back with the hub monthly ○ Review local assessment data ○ Implement Growth Mindset Change Package ○ “NEP’s Focal Students” Webinar
Apr 2023	CVNIC College-Ready Retreat	<p>Focus:</p> <ul style="list-style-type: none"> ● Through our networked approach, CVNIC College-Ready will take collective action, build capacities, and accelerate learning across sites and districts. Our social learning approach and rhythm of network activities has created the structure for continuous improvement and shared learning. The retreat provides another opportunity to deepen and extend the impact of this work.

<p>May 2023</p>	<p>Network Convenings #4 for Leader and Teacher Teams</p>	<p>Leader Convening Focus:</p> <ul style="list-style-type: none"> ● College-Ready On-Track Success Teams ● Course Sequence and Access Practices ● Action Period Work: <ul style="list-style-type: none"> ○ Continue site meetings, 2x a month <ul style="list-style-type: none"> ▪ Coach to share back with the hub monthly ○ Meet with teacher teams and prepare them with background on year 3 work with leads <p>Teacher Convening Focus:</p> <ul style="list-style-type: none"> ● Growth Mindsets ● Course Sequence and Access Practices ● Action Period Work: <ul style="list-style-type: none"> ○ Launch site meetings, 2x a month <ul style="list-style-type: none"> ▪ Coach to share back with the hub monthly ○ Review local assessment data ○ Implement Growth Mindset Change Package ○ “NEP’s Focal Students” Webinar
<p>Jun-Aug 2023</p>	<p>Network Planning for Year 4</p>	<ul style="list-style-type: none"> ● Planning for and reflecting upon convenings ● Coordinating with internal and external expert presenters ● Evaluating and adapting the College-Ready Theory for Improvement ● Data consolidation: <ul style="list-style-type: none"> ○ Monthly site data (PDSA) consolidation and feedback ○ Network Health Survey, administered 2x/year - analysis of the health and function of the network as a whole and individuals within ○ Social Network Analysis - Determining the connections and knowledge flow through network participants ● Refining Math Instructional Change Packages: <ul style="list-style-type: none"> ○ Consulting with experts ○ Compiling resources ○ Designing measurement plan ○ Create the package and add to the platform

<p>Year 4 Activities</p>		
<p>Timeframe</p>	<p>Action</p>	<p>Activities</p>
<p>Sept. 2023</p>	<p>Network Convenings #1 for Leader and Teacher Teams</p>	<p>Leader Convening Focus:</p> <ul style="list-style-type: none"> ● Equitable Access ● Action Period Work: <ul style="list-style-type: none"> ○ Continue site meetings, 2x a month

		<ul style="list-style-type: none"> ▪ Coach to share back with the hub monthly ○ Meet with teacher teams and prepare them with background on year 2 work with leads <p>Teacher Convening Focus:</p> <ul style="list-style-type: none"> ● Learner Mindsets and Sense of Belonging ● Data Practices and Intervention ● Action Period Work: <ul style="list-style-type: none"> ○ Launch site meetings, 2x a month <ul style="list-style-type: none"> ▪ Coach to share back with the hub monthly ○ Review local assessment data ○ Implement Growth Mindset Change Package ○ Watch “NEP: Starting the Equity Conversation” Webinar
Fall 2023	Leader and Teacher Cross-Site Collaboration	Focus: Real-time PDSAs on school sites
Jan.2024	Network Convenings #2 for Leader and Teacher Teams	<p>Leader Convening Focus:</p> <ul style="list-style-type: none"> ● College-Ready On-Track Success Teams ● Instructional Supports in AP and Core Content <p>Teacher Convening Focus:</p> <ul style="list-style-type: none"> ● Instructional Supports in AP ● College-Ready On-Track Success Teams ● Action Period Work: <ul style="list-style-type: none"> ○ Launch site meetings, 2x a month <ul style="list-style-type: none"> ▪ Coach to share back with the hub monthly ○ Review local assessment data ○ Implement Growth Mindset Change Package ○ “NEP’s Focal Students” Webinar
Mar 2024	Network Convenings #3 for Leader and Teacher Teams	<p>Leader Convening Focus:</p> <ul style="list-style-type: none"> ● College-Ready On-Track Success Teams ● Instructional Supports in AP and Core Content <p>Teacher Convening Focus:</p> <ul style="list-style-type: none"> ● Instructional Supports in AP and Core Content
Apr 2024	CVNIC College-Ready Retreat	<p>Focus:</p> <ul style="list-style-type: none"> ● Through our networked approach, CVNIC College-Ready will take collective action, build capacities, and accelerate learning across sites and districts. Our social learning approach and rhythm of network

		activities has created the structure for continuous improvement and shared learning. The retreat provides another opportunity to deepen and extend the impact of this work.
Spring 2024	Leader and Teacher Cross-Site Collaboration	Focus: Real-time PDSAs on school sites
May 2024	Network Convenings #4 for Leader and Teacher Teams	<p>Leader Convening Focus: Consolidating Evidence and Scaling Practice</p> <p>Teacher Convening Focus:</p> <ul style="list-style-type: none"> ● Instructional Supports in AP ● College-Ready On-Track Success Teams ● Action Period Work: <ul style="list-style-type: none"> ○ Launch site meetings, 2x a month <ul style="list-style-type: none"> ▪ Coach to share back with the hub monthly ○ Review local assessment data ○ Implement Growth Mindset Change Package ○ “NEP’s Focal Students” Webinar
Jun-Aug 2024	Network Planning for Year 5	<ul style="list-style-type: none"> ● Planning for and reflecting upon convenings ● Coordinating with internal and external expert presenters ● Evaluating and adapting the College-Ready Theory for Improvement ● Data consolidation: <ul style="list-style-type: none"> ○ Monthly site data (PDSA) consolidation and feedback ○ Network Health Survey, administered 2x/year - analysis of the health and function of the network as a whole and individuals within ○ Social Network Analysis - Determining the connections and knowledge flow through network participants ● Refining Math Instructional Change Packages ● Create the package and add to the platform

Year 5 activities will be jointly determined with network team leads as we shift and support project management responsibilities to team leads.

Organizational Capacity: *Describe any changes or improvements you plan to make to your organization's capacity to undertake or achieve the outcomes of the proposed investment.*

Effective network function relies on members who serve in the hub and as coaches, so we will share clear expectations for each role and a means for hub leaders to collaborate and grow together. The network will be staffed with a Director, Improvement Advisor, and various Faculty Experts. Tulare County staff with continuous improvement, academic, college-readiness, equity, and data expertise will serve in these roles.

TCOE has been engaged in discussions around historical issues of inequity for marginalized students. We are reflecting on practices we have in place at the county office that perpetuate inequities, both as a hub, but also learning about district challenges and how we as an intermediary must adjust our support. Utilizing a liberatory design, we are leaning on those closest to the problem, knowing that those most likely to find a solution are those who have experienced the problem first-hand. We will continue to work with the National Equity Project (NEP) to build our capacity around diversity, equity and inclusion which will definitely enhance our ability to support this and all future projects.

TCOE will continue to expand our data and measurement infrastructure by increasing in-house expertise via the procurement and alignment of various measurement systems. By partnering and collaborating more closely with organizations such as The CORE Districts, our organizational capacity to leverage evidence to inform and serve as a catalyst for change will be improved.

The development of additional structures and protocols for high level, impactful cross TCOE department collaboration will be necessary to achieve the results of the investment and will result in an improvement for our organization.

Organizational Fit: *What experience does your organization have to implement the proposed work?*

TCOE is committed to and has a proven track record for providing quality support and services to the 43 school districts within our county and to districts located in neighboring counties in California's rural Central Valley. We are unwavering in our efforts to improve outcomes and opportunities for some of the most SED students in the state. While our region serves as a primary breadbasket to the nation, it is often overlooked in the rollout of statewide initiatives and awards due to our isolated (from major urban centers) location and institutes of higher education. The TCOE Instructional Services team is dedicated to and will take the necessary steps, in some cases risks, to provide educators access to research-based information and strategies.

As an organization, we have extensive experience in chartering, facilitating, and sustaining school networks. Across TCOE, we currently and successfully convene over 25 networks on a regular basis. Of these existing networks, two, *CVNIC: Mathematics* and *CVNIC: Readership*, employ continuous improvement methodology for achieving desired outcomes. *CVNIC: Mathematics*, a previous BMGF investment, was recognized for its accomplishments and continuous improvement expertise by being named a Carnegie Foundation Spotlight Organization in 2018.

Our success and expertise in convening multiple districts and secondary leaders across county lines is evidenced in the *TKCCC* which transitioned from a grant-funded consortium to a partnership collaborative of local high schools, community colleges, CSU Fresno, UC Merced, and industry partners with the belief that we are better together and thrive by committing to regional strategies and shared vision. *TKCCC's Linked Learning* work earned them the designation of a regional hub of excellence, where all partners are active and united, based on a shared interest and need for all children to succeed.

In 2018, TCOE was selected to serve as one of nine Geographic Lead Agencies tasked to build county office of education capacity to ensure that counties are equipped to build the capacity of their local educational agencies to support the continuous improvement of student performance within the state priorities (CA Assembly Bill

1808). Our selection was based upon our expertise with the state priorities, our ability to build the capacity of other COEs, our capacity and willingness to provide necessary assistance and support to school district on improving student performance and closing achievement gaps for student groups, our ability to coordinate and calibrate assistance and support across the State System of Support, and finally, our willingness to establish goals and be held accountable for improved performance across multiple measures within a defined geographic area. TCOE, serves as the facilitator of the *Mid-State Collaborative (midstatecollaborative.org)* in its role as the Geographic Lead for the following COEs: Inyo, Kings, Madera, Mariposa, Merced, Mono, Monterey, San Benito, Santa Cruz, and Stanislaus. We are currently supporting counties in leading improvement networks and how this would be an additional opportunity for them to experience and learn from our networked approach, structures, and resources.

As a successful intermediary to schools and districts, we attend to the relational aspects of the work in addition to the practical. We employ purposeful actions to foster effective networks built upon solid and trusting relationships. We are skilled in the creation of safe spaces and structures which enable participants to take risks, challenge one's own and another's thinking and way of doing, to learn by doing, and from another in an accelerated manner.

Beneficiaries: *Who would benefit from this investment?*

Beneficiaries from this investment include marginalized students in NSI schools and their respective communities, NSI district and site personnel, partnering COEs, and TCOE.

Black, Latino, and SED students will experience improved College-Readiness at network sites as systemic barriers and biases are dismantled and instruction and accompanying academic supports are enhanced. In turn, the communities in which these students live will benefit as there is a shift from oppression to empowerment in the lives of these individuals.

Network participants will benefit as the capacity for continuous improvement and equity-focused efforts will be hard-wired into their organizational infrastructure. Knowing how to tackle all future challenges in a replicable improvement delivery system is an enduring benefit of this investment. In addition, network participants will benefit financially from this investment as they will receive intensive professional learning, coaching, and access to external expertise and resources for multiple years, a suite of support which is typically provided in a fee for service model costing thousands of dollars.

Partnering COEs and TCOE will realize increased organizational capacity to improve outcomes for marginalized students. We will learn how to support colleagues at other COEs to effectively lead continuous improvement and equity-focused efforts. TCOE will benefit as we deepen our continuous improvement knowledge and skills by tackling high-stakes, complex problems rooted in long-standing practices and beliefs. The investment award will allow us to designate key internal staff to focus on a multi-year, intensive improvement project relieving them from episodic and often fragmented professional learning and coaching responsibilities.

Critical Relationships: *Describe any critical relationships with other partners or projects that may influence this work (or that this work may influence).*

Critical relationships necessary to propel our work include existing, to be expanded partnerships with the National Equity Project, CORE Districts, MSC, COEs, and TKCCC. We will also form relationships with content and

improvement experts determined by our network aim and identified areas of need. The manner in which we will draw upon these relationships has been outlined in both the Scope and Approach and Activities sections.

We believe that the initiation and ongoing facilitation of the network will result in new, yet to be realized, relationships and that our learning will contribute to and inform a larger community of continuous improvement intermediaries.

External Factors: *Describe any external factors that may influence the success of this investment.*

A Force Majeure might deter or derail intended actions, timelines, and resulting successes. However, as demonstrated amidst the pandemic, society (educators included) responded by innovating and collaborating around a shared aim to improve conditions for our communities. We believe that having the education system turned upside down and called upon to reinvent itself presents a context which compels administrators, teachers, and intermediary organizations to interrogate previously-held structures and practices, collaborate and learn in new ways, to take risks, and to not return to a normal that failed too many.

Sustainability: *Describe the vision of the long-term sustainability of this project beyond the proposed time frame and funding with consideration to economic/financial, organizational, or behavioral factors.*

Our vision for long-term sustainability is to build the infrastructure within network schools, districts, and COEs for all future improvement efforts far beyond the term of the investment.

Through the application of continuous improvement methodology in a networked setting resulting in improved outcomes, we believe we will shift and redirect organizational approaches to professional learning and accompanying allocation of resources, educator and student mindsets, and systemic structures that impede access and the success of the marginalized.

Year five activities are specifically designed to facilitate the transfer of school/district and COE ownership and responsibility for ongoing, concerted improvement efforts. Comparison schools and districts joining the network in year four will serve as both the catalyst and model for scale and perpetuation of the network in future years.

Finally, TCOE has experienced the “success begetting success” phenomenon with our former BMGF investment *CVNIC: Mathematics*. TCOE organized and found that schools/districts were both eager and willing to invest in participation of a modified version of the original network. Similar interest in networked improvement efforts amongst COE colleagues throughout the state also ensued and TCOE has formed an establishing a “NIC” network within its MSC structure. We predict the same COE interest in sustaining the project beyond the investment award will transpire.

Public Description - Gates Foundation Staff to Complete

The following describes the charitable purpose of this work. It is written in a standard format so that it can be included on tax forms and published to the foundation’s public website.

to support an organization that runs a network of high schools to identify and solve common problems using evidence-based interventions to improve student achievement.

Diversity, Equity & Inclusion - Grantee to Complete

The K-12 team is committed to Diversity, Equity and Inclusion (DEI), and we are interested in learning about your organization's internal approach to DEI.

Please include a short narrative to help us understand your journey to advance DEI internally (e.g., through organizational practices, policies, hiring practices, staffing, board representation, etc.).

- Where have you had challenges and successes?
- What are the opportunities for this investment to advance your related goals?
- How do you think about ensuring your organization (staff, board, advisory groups, partners/etc.) reflects and/or understands the perspectives of the students your organization serves?
- How do you think about diversity in your organization at the staff and board level? How has the diversity of your staff/board changed over time?

The mission of the Tulare County Office of Education is to provide quality service and support to the students and school districts of Tulare County. This is achieved by promoting life-long learning opportunities that will help individuals lead healthy and productive lives. While the statement addresses the success of individuals, we recognize the need to bring diversity, equity, and inclusion to the forefront of our messaging and support efforts.

We are in the process of developing TCOE Equity Core Beliefs, a TCOE Equity Framework for decision making and ensuing actions, and a TCOE Equity Evaluation Tool for assessing our current status and monitoring our DEI progress. Situated at TCOE, the California Center for Teaching Careers (CCTC) is committed to and is providing support to districts to recruit and place educators who mirror the student faces they serve. TCOE hosted its First Annual Equity Conference in January 2020 with an audience of 300 including participation from TCOE board members, staff, district partners, and community leaders. The event was planned and organized by an inter-departmental TCOE team to bring forward multiple perspectives and needs. The event was deemed successful and plans are underway for the 2021 conference.

Diversity at the board and cabinet level of our organization has shifted to include a greater number of Latino members. While still not a reflection of our county demographics, progress has and continues to be made. Understanding, reflecting, and being responsive to the perspectives of the students we serve is an area of growth for our organization. While we have conducted empathy interviews with students to identify solutions for those closest to the problem, this is a practice that we must hard-wire into ongoing efforts.

The MDI investment has advanced our internal DEI efforts as described in other sections of the proposal. Knowing that we will continue to keep DEI at the forefront of this five-year investment and that our DIE efforts will pivot to a greater outward facing stance, we are certain that TCOE will greatly advance in defining and executing an organizational DEI approach.

Investment Results - Gates Foundation Staff and Grantee to Collaborate

Provide specific details on the outcomes this investment will achieve (including those that define what success is for the investment), and the key outputs that signal whether the investment is on track. – See separate Results Framework and Tracker template

Global Access/Impact for Foundation’s Beneficiaries – Grantee to Complete

To ensure a positive impact on the foundation’s intended beneficiaries, the foundation requires that all Projects and outputs be managed to ensure Global Access. You will be requested to update the responses below, as may be applicable, in future progress reports.

“Global Access” is a foundation policy requiring that: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

“Funded Developments” means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology).

“Background Technology” means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project.

- a) How will You disseminate the knowledge and information arising from the Project? (For peer-reviewed publications see our [Open Access policy.](#))

Knowledge and information will be disseminated via presentations (virtual and in-person), networking opportunities, briefs, and via collaborative CA Statewide System of Support structure.

- b) How will You ensure affordable and meaningful access to the Funded Developments arising from the Project (and Background Technology, if any)?

Project services will be available at a cost-recovery fee and materials will be available online as an open source

“Output” or “Funded Development” means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). Note: You will be required to disclose and update Intellectual Property (IP) and include any links to applications, filings, or registrations, as applicable, in future progress report(s).

Output/Funded Development Number	Output/Funded Development Description	Target Completion Date	Actual Completion Date	Payment Contingency	Third-Party agreement required? If yes, by when?	Will any IP rights be filed/generated?
					Yes/No	Yes/No
NA						

- c) Do You foresee any obstacles to achieving Global Access (e.g., third-party rights, restrictions on Background Technology, time frame, affordability)?

No

Yes (please explain and describe the specific steps that You will take to address them).

- d) Please confirm that You will make available for Global Access purposes the Funded Developments and any Background Technology that is (i) owned, controlled, or developed by You, or in-licensed with the right to sublicense; and (ii) either incorporated into a Funded

Development or reasonably required to use the Funded Development. See the Global Access terms located in the foundation's [grant terms and conditions](#).

Confirmed

Not confirmed (please explain)

SECTION B – BUDGET INFORMATION

The purpose of the budget narrative is to supplement the information provided in the Excel-based budget template by justifying how the budget cost elements are necessary to implement Project activities and accomplish target outcomes. The budget information section is used to help foundation staff fully understand the budgetary needs of the Project and is an opportunity to provide descriptive information about the key costs and risks that can't be easily communicated in the budget template. Together, this budget narrative and Excel budget should provide a complete quantitative and qualitative description that supports the proposed budget. The description provided in the budget template should be very brief. Please use this budget narrative to provide a thorough description of Your budget and only complete questions that are relevant to Your proposal.

If your proposal includes any sub-grants that represent 25% or more of the total grant amount OR sub-grants that are greater than \$250,000 USD, please complete a separate budget template and narrative for each organization.

Budget Summary - Grantee to Complete

Please explain the major cost drivers and how costs relate to planned activities and target outcomes. Also explain any potential risks in spending as budgeted and any plans to mitigate those risks.

If budgeting by outcomes, or additional dimension, please explain the major cost drivers per outcome or other relevant dimension.

The major cost drivers are NSI hub personnel followed by consulting services accounting for approximately 82.9% of the budget combined as dedicated staff for design, thoughtful planning, convening/meeting facilitation, coaching, data support, and collaboration and consultation with experts is essential in successfully operating an improvement network of 10- 17 schools within multiple districts across a large geographic area.

The attainment and annual renewal cost for the CORE Data System, a knowledge management platform, and the National Student Data Clearinghouse, approximately 7.2% of the budget, will provide a common data platform for data analytics and the sharing of resources and learning, critical aspects of a network for school improvement.

Subawards to COEs, travel costs, other direct costs, and capital equipment costs combined accounting for 9.9% of the budget are minimal, yet essential for the NSI project as described in this proposal.

Potential risks include unanticipated increased costs for personnel, consulting services, and platform subscriptions. In addition, should participating network schools be located in more than three counties, the COE stipends will increase.

In order to mitigate these risks, ongoing budget reviews and projections will be conducted on a quarterly basis with adjustments being made as warranted. Any changes of more than 10% will be reported to foundation staff per the terms of the grant agreement.

Detailed Budget Information - Grantee to Complete

Personnel and Benefits: Provide a brief explanation of personnel budgeted, including responsibilities as they relate to the grant. Also include assumptions made for any staff budgeted which are to-be-hired, including salary estimates for these personnel. Describe the components of the benefits (column R of the "Budget Details" sheet) included with the salary costs. For example: pension, health insurance, expatriate costs, etc.

Travel: Provide rationale for the travel budgeted and assumptions used to determine appropriate number of trips and personnel required. Also include a brief rationale for how travel costs were estimated.

Consultants: Provide a brief description of the work to be performed by consultants in support of the overall Project and describe any expenses that have been included.

Capital Equipment: Provide a brief justification and description of any items required for the Project with a unit cost of greater than \$5,000 (USD) and a useful life of more than one year.

Other Direct Costs: Provide a brief description and rationale for other direct costs required, including cost assumptions used to develop the budget for these costs.

Personnel and Benefits

Personnel budgeted include a Network Director, Network Coordinator/Data Technician, and Network Counseling, Equity, and Academic Expert Faculty. The Network Director is responsible for the coordination and execution of all network activities outlined in the proposal. The Network Coordinator is responsible for all clerical, financial, data collection activities, and administrative duties associated with the project. Expert Faculty in the areas of Equity, Counseling, and Academics (math or ELA), will serve in advisory, capacity building, and coaching roles for the network.

61.2% of the proposed budget is for salaries and benefits. Tulare County Office of Education (TCOE) has a fair and equitable salary and benefit schedule negotiated with its employee bargaining units. Classified employees, who earn less than certificated employees, receive health insurance benefits and Social Security taxes paid for by TCOE. The lower they are on the pay scale, the higher the benefits ratio will be. Their benefits ratios range around 71% and include: California Public Employees' Retirement System, Medicare, Health Insurance, State Unemployment Insurance, Worker's Compensation, and Other Post-Employment Benefits. Certificated management employees earn higher salaries, but they do not receive health insurance benefits or Social Security taxes paid for by TCOE; they must pay for these benefits. Their benefits ratios range around 28% and include California State Teachers' Retirement System, Medicare, Association of California School Administrators membership, State Unemployment Insurance, Worker's Compensation, and Other Post-Employment Benefits.

Travel

Travel costs budgeted include mileage expenses incurred when traveling to participating school sites/districts and to meeting locations along with costs associated when traveling to and from conferences and professional learning sessions. Due to COVID-19, we have reduced our estimated mileage expenses in half because we do not plan to travel to districts in the fall.

Local mileage was calculated using the IRS standard mileage rate of .575 cents per mile for approximately 5 on-site visits per school in the first year in the spring and 10 on-site visits per school per year in years 2-5. Over a 5-year period, that would be 540600 trips at approximately \$36 per trip.

Consultants

The work to be done by external consultants in support of the project include the provision of expertise in the development of change packages, professional learning and coaching support to both the hub and to participating schools in the areas of Equity, Counseling, Academics (math and/or ELA), Data Literacy, and Continuous Improvement. We estimated daily consulting rates of \$2,500 per area of expertise with the level of support varying across the five years for Academics and Equity as we build capacity up to implementation and taper off to self-sustaining. We anticipate a consistent level of support for Counseling, Data, and Improvement throughout the five-year project. At the conclusion of the investment, *CVNIC: College-Ready* will shift to a TCOE-subsidized, fee-for-service model, hence, all TCOE staff serving in network roles will remain employed and engaged in future secondary networks for school improvement. External consultants will participate in future networks as determined by prioritized need and will be compensated by funds generated by schools' payment for network participation.

Other Direct Costs

Other direct costs budgeted include meeting expenses, materials, Core Data System and knowledge management platform annual costs, Zoom annual fees, and videography services. As described in the proposal, the hub will convene network participants on a regular basis, will provide and utilize the data system and KM platform for network measurement and learning, will utilize technology for virtual collaboration, and will summarize and disseminate our improvement journey learning via print and video media. We project one-time expenses in the first year of the grant for audio/visual equipment necessary to enhance virtual learning experiences. These costs would include microphones, headsets, and Zoom carts. We plan to hold "retreats" in years 2-5 to convene the Hub, COE Leaders, Coaches, and Teachers to review data, analyze progress towards

goals, and to learn collectively from each other and from an external expert. The retreats serve as an incentive to keep everyone motivated for future work and to reward past and present work.

Sub-Awards

\$20,000 is budgeted annually for three COEs to support participating schools in years two through five of the project. While this amount will not cover the full personnel costs for associated network activities, it will assist with offsetting travel and other expenses incurred.

Sub-Awards - Grantee to Complete

List all sub-grantees or sub-contractors involved in this investment. Add more rows as needed.

Type of Sub-Award (e.g., grant or contract)	Name	Corporate Entity Name (if applicable)	Mailing Address
Contract	COE 1 (TBD)		
	COE 2 (TBD)		
	COE 3 (TBD)		

If separate budgets are required (see above), please also submit a separate budget template and narrative for each sub-award.

Describe the work each organization is going to perform as well as the rationale for each organization chosen to participate on this project as a sub-grantee. If organizations are TBD, include the assumptions used to estimate cost for the sub-award and the process and timeline you will be using to select these organizations.

Note: You will be required to submit the sub-award budget once final.

\$20,000 is budgeted beginning in Year 2 for three County Offices of Education (COEs) to support participating schools in their counties, with a 3% increase each subsequent year to account for inflation. The sub-award to each COE covers approximately 22 days per year. While this amount will not cover the full personnel costs for associated network activities, it will assist with offsetting travel and other expenses incurred. The incentive for COEs is that this is a capacity building opportunity. They will receive training from external experts and Tulare County NSI staff, participate in network activities, and support schools within their respective counties in a coaching role.

Indirect Cost Rate - Grantee to Complete

Briefly explain the indirect cost rate being charged on this project and the rationale and assumptions behind it.

Because TCOE is a government agency, we are not eligible to recover indirect costs in our budget proposal. Our indirect cost rate of 6.76% has been waived by our Superintendent as an in-kind contribution. Our in-kind contribution for our 6.76% indirect rate is \$386,485.

Other Sources of Support for this Project - Grantee to Complete

If You are requesting funding from the foundation for only a portion of this Project and will depend on funds from other sources, please describe Your contingency plans if full Project funding does not become available. If You have applied for funding from other sources which overlap with the funding requested in this proposal, please indicate the nature and timing of that potential funding. Any expected in-kind contributions (e.g. drug donations, personnel time) should be included in the description.

NOTE: Names of the other sources and their expected dollar (U.S.\$) contributions should be included on the 'Financial Summary & Reporting' sheet of the budget in the Funding Plan table.

In addition to the staff/positions listed in the requested budget, *CVNIC: College-Ready* is supported by key staff in TCOE programs that support related activities. This infrastructural support is essential to launching and maintaining this project during and beyond the funded period.

STAFF	FTE	5YR IN-KIND TOTAL	TITLE/ROLE
Shelah Feldstein	22.3%	\$253,159	<i>Mid-State Collaborative</i> Administrator (Improvement Science expert and support for coordination of regional COEs)
Charlene Stringham	10.6%	\$165,841	Assistant Superintendent, District Support Services (Program development and coordination of supporting TCOE departments)
Martin Frolli	10.6%	\$133,219	Leadership Support Services Administrator (California accountability support)
Jennifer Francone	10.9%	\$130,960	Educational Resource Services Administrator (Curriculum and content expert coordination)
Joy Soares	11.4%	\$128,595	College & Career Director (Liaison with College & Career networks)
Javier Garcia	11.2%	\$122,307	Data & Analytics Coordinator (Data analysis)
Olivia Velasquez	5%	<u>\$ 34,544</u>	Business & Program Analyst (Budget development and reporting)
		\$786,179	

We have requested \$251,019 in the budget to partially compensate 3 COEs to support districts in their counties in years 2-5 of this project. However, we estimate that their time commitment will be at least twice as much as their sub-contract amounts. Therefore, we estimate an in-kind contribution by the three COEs of \$251,019, incentivized via their capacity building by external experts and TCOE staff.

The sustainability of *CVNIC: College-Ready* beyond the duration of the grant is strong as TCOE will have invested significant in-kind contributions and is prepared to continue to do so. At the end of five-year investment, with evidence of success in place, TCOE will shift *CVNIC: College-Ready* to a fee-for service model. We will request a monetary contribution from our Superintendent of Schools, to assist with underwriting network activities, similar to the model used to shift *CVNIC: Mathematics 1.0*, a Gates-funded investment, to *CVNIC: Mathematics 2.0*, a TCOE-subsidized, fee-for -service network. If funded for the secondary network, we will enter this work with the capacity and an early mindset focused on sustainability.

Location of Work - Grantee to Complete

List all countries and sub-regions/states where this work would be performed and associated dollar amounts. If location of work includes the United States, indicate city and state. Add more rows as needed. More information about Geographic Location of Work can be found [here](#).

Location	Foundation Funding (U.S.\$)
USA, CA, Visalia	\$ 6,103,717
	\$
	\$

Geography Served - Grantee to Complete

List all countries and sub-regions/states that would benefit from this work and associated dollar amounts. If areas to be served include the United States, indicate city and state. Add more rows as needed. More information about Geographic Areas to Be Served can be found [here](#).

Location	Foundation Funding (U.S.\$)
USA, CA, Tulare, Kings, Madera, Merced Counties	\$ 6,103,717
	\$

SECTION C – ROLES & RESPONSIBILITIES

Conduct and Control of the Project - Grantee to Complete

In answering the questions in this section, please consider all Project activities, such as those involving: confidential or protected information (including personally identifiable information or protected health information); the inclusion of children or vulnerable populations; research involving human subjects; clinical trials; post-approval studies; field trials; experimental medicine; provision of medical services (diagnostic, prophylactic or treatment); product development; use of genetically modified organisms, human tissue, animals, radioactive isotopes, pathogenic organisms, recombinant nucleic acids, select agents or toxins (www.selectagents.gov), dual-use technology (http://export.gov/regulation/eq_main_018229.asp), or any substance, organism, or material that is toxic or hazardous; use of aircraft, unmanned vehicle systems, drones or satellites; and the import, export, transfer, approvals, consents, records, data, specimens, images, and materials related to any of the foregoing.

1. Please confirm that Your organization:
 - a. will maintain the expertise necessary to conduct, control, manage, and monitor all aspects of the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements including applicable international, national, state, local, and institutional, school district or school network standards and policies and is responsible for determining and complying with these requirements and standards;
 - b. will not disclose any confidential or protected information to the Foundation without obtaining prior written approval from the foundation and all necessary consents to disclose such information;
 - c. acknowledges that any activities by the Foundation in reviewing documents, providing input or funding does not modify Your organization's responsibility for determining and complying with all applicable ethical, legal, regulatory, and safety requirements for the Project in all places;
 - d. is a government agency, public institution or multilateral organization or will otherwise maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Project in accordance with generally-accepted standards and as required by law (for instance, general, professional, clinical trial, product liability, medical malpractice, workers' compensation, or otherwise);
 - e. will not transfer any biological materials, chemicals, reagents, hazardous materials or the like to the Foundation.

Confirmed X

Not confirmed (please explain)

2. Does the Project involve regulated human subject research?

No X

Yes (If yes, please identify the name of the entity that will be conducting such research and please describe any consents, approvals or waivers needed or obtained to the extent such are necessary for compliance with applicable law.)

Background Technology – Grantee to Complete

Please list any Background Technology that will be used in the Project. The use of commonly-available, off-the-shelf products (such as Microsoft Excel, Adobe, etc.) need not be disclosed. [Note: Background Technology previously funded by the foundation will be considered a Funded Development for purposes of Global Access and any [license to the foundation](#).] Add more rows, as needed.

“Background Technology” means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project.

List each Background Technology to be used in the Project				
NA				
a	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
b	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
c	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Advocacy and Lobbying - Grantee to Complete

While the foundation funds a broad range of advocacy activities, US law prohibits foundation funds from being earmarked to support direct or grassroots lobbying communications. Describe how this Project will be conducted in compliance with these rules, as summarized in the [Advocacy Guidelines Handout](#), and any other relevant local, state, or non-US lobbying laws. If foundation grant funds will be earmarked to influence policies, budgets, innovations, frameworks, action plans, etc., that could require a legislative vote, explain how such “legislative” activities will be conducted in accordance with the applicable rules and exceptions. Your explanation should address both direct and grassroots communications. If this investment does not include advocacy activities, indicate in the space below.

This investment does not include advocacy activities.

SECTION D – PROJECT-SPECIFIC QUESTIONS

Measurement and Evaluation - Grantee to Complete

Please address the following:

1. The learning/evaluation questions for this investment and how you plan to answer them through monitoring and/or evaluation;
2. If you are planning a formal evaluation, describe when it will be conducted during the grant, who will conduct it (external/third party or not), the methodology you will consider, and how the main evaluation audiences will use the findings.

See the foundation's [evaluation policy](#) for reference.

We will be working with an outside evaluator named by the foundation to determine the impact of continuous improvement efforts with an aim of improving college-ready outcomes for black, Latino, and SED secondary students in a networked setting. We are interested in learning which actions create the greatest effect under what conditions.

Data Access - Grantee to Complete

We anticipate this investment, if funded, would generate datasets that may be of interest to the foundation and/or to the field if made publicly available. Please describe any datasets that will be generated as part of this investment. Specifically address when and how the datasets would be made available to the foundation and/or to the public, in what form or format, and any anticipated costs to your organization. Additional information about Data Access can be found [here](#).

As detailed in the data and measurement section, student quantitative and qualitative outcome measures, at both the local and state level, will be collected on an ongoing basis. Additionally, network health data sets will be collected. The datasets will be made available to the foundation and/or public in accordance with the structure assigned by the external evaluator.

Privacy and Non-Confidentiality Notice

The foundation is required by the IRS to publish a list of its grants. We may also provide a general description of our grants and contracts on our web sites, in press releases, and in other marketing materials. Subject to the foundation's [Privacy Policy](#), the foundation may also share information you provide to us (either orally or in writing) with third parties, including external reviewers, key partners and co-funders. This document is subject to the foundation's [Terms of Use](#).

SECTION E – PROGRESS NARRATIVE – PERIOD 1

If this grant is approved and activated, complete this section for each progress report and submit to Your foundation Investment Owner and Investment Coordinator on the date indicated in Your grant agreement or latest amendment.

- Use this section to provide updates to Your foundation Investment Owner regarding progress made toward achieving Your Project’s stated outputs and outcomes.
- The Progress and Final Narratives must be submitted in Word, as PDFs will not be accepted.
- Please remember to update the Actual Completion Dates in the [Investment Results Chart at the end of Section A](#). If You’d like to edit any other information in this chart beyond the Actual Completion Dates, please consult with Your foundation Investment Owner.

For multiple narratives, copy and paste the below questions/fields (up to Section F - Final Narrative) for each narrative.

DO NOT OVERWRITE EXISTING NARRATIVES.

Scheduled Payment Amount (if applicable)	\$	Reporting Due Date	7/30/2021
Reporting Period Start Date	7/1/2020	Completed By	
Reporting Period End Date	6/30/2021		

By submitting this report, I declare that I am authorized to certify, on behalf of the grantee or vendor identified on page 1, that I have examined the following statements and related attachments, and that to the best of my knowledge, they are true, correct and complete. I hereby also confirm that the grantee or vendor identified on page 1 has complied with all of the terms and conditions of the Grant Agreement or Contract for Services, as applicable, including but not limited to the clauses contained therein regarding Use of Funds, Anti-Terrorism, Subgrants and Subcontracts, and Regulated Activities.

Progress Details

Provide information regarding the current period’s progress toward achieving the investment outputs and outcomes as well as the work planned or anticipated for the next period. Please also remember to update the completion dates in the [Investment Results Chart at the end of Section A](#).

CVNIC College-Ready Network launched on May 17, 2021 with 4 County Offices, 10 Districts, and 14 Sites in attendance. In addition, we had the support of our external partners from National Equity Project, Improvement Collective, and Hatching Results to facilitate network learning. Site Improvement teams planned during convening “team time” to prepare for action period 1 work and administer senior empathy interviews as a start to seeing the system through the lens of exiting seniors to gain perspective to their high school experience and support for postsecondary success. Concurrently, MOUS were submitted, and district data specialists met with the TCOE internal data team and Ed Analytics to begin onboarding onto the Ed-Fi system.

Site Improvement Team Consolidation Meetings were held between May 21- June 3 with the support of their COE coach. Teams utilized an agenda that highlighted data protocol infused with equity pauses to be used when sharing qualitative data of empathy interviews. Teams documented their learning in Google Slides (Site Improvement Team Storyboard) which will be used during the next convening to workshop their learnings with other teams.

COE Coaches met on June 4 to consolidate network team learnings. To build a knowledge management system of learning, the COE coaches utilized a heat map, and provided feedback on the data protocol and consolidation process. The Hub also used a Predict-Prevent-Mitigate protocol to build internal continuous improvement capacity and engage in collaborative problem solving to support site teams. Based on feedback, the hub is adapting the slides in the Site Improvement Team Storyboard before the next action period and creating an artifact to indicate team learning and identifying emerging themes during the action period’s investigative cycles.

The hub will lean into understanding variation by reviewing data that highlights special causes to investigate further. We will use these bright spots in our network to harvest practices to spread in our network. This learning group is currently establishing a rhythm to study best practices from our site teams and consolidate learning together.

In preparation for the next reporting period, we will continue to build upon the established routines and protocol for the hub, site improvement teams, and external partners. We anticipate four action periods of learning through investigations, investigative cycles, and data analysis of their system in addition to preparing for the Academic Improvement Team launch in May.

Global Access Update

Are there any updates to Your responses to the Global Access/Impact for Foundation’s Beneficiaries questions (a – d) in Section A?

No

Yes (If yes, please explain below)

Outputs/Funded Development and Background Technology Updates

Are there any new Outputs/Funded Developments to report which were not described in any documents previously submitted to the foundation?

No

Yes (If yes, please explain below)

Are there any additional Background Technologies to report which were not described in any documents previously submitted to the foundation?

No

Yes (If yes, please explain below)

Project Adjustments

For each outcome or output that is behind schedule or under target, explain what adjustments You are making to get back on track.

- 1.2 & 1.2.4 Core Dashboard
 - TCOE is creating data templates that are being designed for and used at the next convening. Timeline to use CORE data has been adjusted to meet the needs of Ed Analytics and districts.
- 1.3.2 Audit
 - Our initial thinking was to create a tool that site teams would complete to establish root cause analysis. External Partner recommendations led to incorporating root cause analysis into Action Period investigations. What we learn this fall will identify our next steps this spring.
- 2.2.3 Change package A system audit change package is designed for Action Period 1.
 - The Site Improvement Team agenda(s), data investigation(s), and consolidation(s) for learning during action periods will help design a final effective teaming change package.

Feedback for the Foundation

Provide one to three ways the foundation has successfully enabled Your work so far. Provide one to three ways the foundation can improve.

- Ed Analytics support and additional funding has been extremely helpful to our network data capacity.
- NSI CoP & Convenings provide the Hub learning and collaboration, networking opportunities with other NSI teams, and learning about the value in looking at variation in our network.
- Monthly timelines of deliverables have helped clarify our roles and responsibilities to a successful network.

Roles and Responsibilities

Do You represent that the Project activities were conducted in compliance with all applicable ethical, legal, regulatory and safety requirements?

Yes

No (If no, please explain below)

Are any new activities¹ planned which were not described in any documents previously submitted to the foundation?

No

Yes (If yes, please explain below)

1 In answering this question, please consider all new Project activities, such as those involving: confidential or protected information (including personally identifiable information or protected health information); the inclusion of children or vulnerable populations; research involving human subjects; clinical trials; post-approval studies; field trials; experimental medicine; provision of medical services (diagnostic, prophylactic or treatment); product development; use of genetically modified organisms, human tissue, animals, radioactive isotopes, pathogenic organisms, recombinant nucleic acids, select agents or toxins (www.selectagents.gov), dual-use technology (http://export.gov/regulation/eg_main_018229.asp), or any substance, organism, or material that is toxic or hazardous; use of aircraft, unmanned vehicle systems, drones or satellites; and the import, export, transfer, approvals, consents, records, data, specimens, images, and materials related to any of the foregoing.

FINANCIAL UPDATE

The purpose of this section is to help the foundation understand how programmatic performance affects actual and projected expenditures over the life of the investment.

Feel free to reach out to your foundation contact for support with these progress reporting requirements.

Note: Budget template and financial narrative instructions can be found [here](#). If you are using an older version of the budget template, this information could be in a different location in your template.

Latest Period Variance

“Latest period variance” compares expenditures that occurred in the reporting period against the most recent forecast. See “Financial Summary & Reporting” sheet in the foundation budget template for calculated variance (for example, column AD, starting on row 29 for period 1). Note that the allowable variance is defined in your grant agreement.

1. Did the project spend more-or-less than anticipated in comparison to the most recent forecast? Please explain the primary drivers and their causes of the overall variance for the latest period (for example – programmatic changes, delays in recruitment).
 - Due to COVID, many of our planned activities were significantly reduced in the first year and rescheduled to years 2-5. Our Personnel costs decreased by 54% in Period 1 due to reduced activities.
2. Please provide a detailed explanation for any expense category in which the variance was greater than 10%. This should include an explanation of programmatic decisions affecting expenditure amounts and/or how actual costs differed from prior assumptions.
 - Increase in County Office of Education partner contributions to support additional team coaching during the action periods.
 - Additional Math Support from .88 to 1.25 FTE - to support additional team coaching
 - Capacity Building: Professional Learnings, Retreat, Mileage
 - Knowledge Management - Hub created a free Google Site to support sustainable on-going work of networks/site teams within four counties.

Future Period Projections

“Future period projections” includes forecast by expense category and any additional dimensions for the future remaining reporting periods.

When populating your projections, please provide realistic projections that take into account the latest plan of expected activities and up-to-date associated costs. For example, projections usually will not simply carry forward previously unspent budget amounts into the next period or exactly match the original period budget. However, in total, the projections should match the total budget amount.

1. Explain how your future projections for the remaining periods compare to your previous forecast. Consider how the project's performance to date influences your forecast. In your response, please address the following:
 - a. Any shifts (+/-10%) between expense categories, additional dimensions (if applicable), including the trade-offs and implications.
 - o Shifts are described in detail below.
 - b. Have these shifts to forecast been discussed with your BMGF Program Officer? Was there a decision/approval?
 - o **Yes, we communicated our potential shift through GCIT and check in calls with our BMGF Program Officer.**
 - c. Where your expected rate of spending has significantly increased/decreased, what is driving this difference? See description below.
 - d. What are the key assumptions behind the forecast (e.g. scale of activities, hiring delays, timeline changes)? See detailed explanation below.
 - e. How have changes to your investment results framework affected your future period projections? See detailed explanation below.

Due to COVID, many of our planned activities were significantly reduced in the first year and rescheduled to years 2-5. Additionally, based on Period 1 learning, we adjusted our activities and budget to align with our goals. Our Personnel costs decreased by 54% in Period 1 due to reduced activities, but the revised costs in subsequent years are within 10% of the original budget. Additionally, we increased the projected inflation from 3% to 3.4% because we have experienced rising costs in employment taxes and health insurance benefits.

PERSONNEL	Period 1	Period 2	Period 3	Period 4	Period 5
Original Budget	\$ 562,114	\$ 758,112	\$ 780,856	\$ 804,281	\$ 836,612
Revised Budget	\$ 302,678	\$ 753,643	\$ 846,777	\$ 875,568	\$ 915,484
Difference	54%	99%	108%	109%	109%

The overall FTE of 21.5 for the five years remains the same. We made staffing adjustments to replace staff that are no longer with TCOE and we divided academic coaching among more staff to add scheduling flexibility.

FTE - PERSONNEL	Period 1	Period 2	Period 3	Period 4	Period 5	Tot.
Original Budget	3.5	4.5	4.5	4.5	4.5	21.5
Revised Budget	1.9	4.6	5.0	5.0	5.0	21.5

Our Travel budget has increased because we originally underestimated the need to build capacity for staff to support our educators. We realized savings in the data management systems under Other Direct Costs, so we moved them to this category.

TRAVEL	Period 1	Period 2	Period 3	Period 4	Period 5
Original Budget	\$ 4,800	\$ 9,600	\$ 9,600	\$ 17,400	\$ 17,400
Revised Budget	\$ 9,941	\$ 39,000	\$ 39,000	\$ 39,000	\$ 39,000
Difference	207%	406%	406%	224%	224%

We experienced significant savings in our Period 1 for consultants because we were revising our support strategies. We shifted the savings to later years, especially in Period 4 and 5 when we will have additional teams to support.

CONSULTANTS	Period 1	Period 2	Period 3	Period 4	Period 5
Original Budget	\$ 230,000	\$305,000	\$305,000	\$255,000	\$230,000
Revised Budget	\$90,000	\$335,000	\$335,000	\$340,000	\$315,000
Difference	39%	110%	110%	133%	137%

In Other Direct Costs, we eliminated the knowledge management system and virtual learning system in favor of Google Sites because it was more accessible to teams across 4 counties. We also realized that we needed to boost our budget for our annual convening/retreat for teachers because that has served as a great way to coalesce learning, network with other teachers across districts, and create an opportunity to celebrate successes. It is an incentive and a motivator for continued participation.

OTHER DIRECT COSTS	Period 1	Period 2	Period 3	Period 4	Period 5
Original Budget	\$154,225	\$132,225	\$138,225	\$155,225	\$155,225
Revised Budget	\$8,670	\$99,891	\$111,423	\$168,423	\$168,423
Difference	6%	76%	81%	109%	109%

We increased our Subawards to our County Office of Education (COE) partners. As we fleshed out the work, we realized that they would need more time to support their schools.

SUBAWARDS	Period 1	Period 2	Period 3	Period 4	Period 5
Original Budget	\$-	\$60,000	\$61,800	\$63,654	\$65,565
Revised Budget	\$ -	\$70,000	\$70,000	\$70,000	\$ 70,000
Difference		117%	113%	110%	107%

Sub-Awards (if applicable)

This sub-award section provides visibility to an often critical component of the grant spending where the budget template provides limited insight. The total of actual disbursements for this reporting period should equal the actual sub-award expenses reported on the "Financial Summary & Reporting" sheet in the budget template for this reporting period.

Use the table below to provide detail of all sub-grantee(s) or sub-contractor(s).

Organization Name	Actual Disbursement for this Reporting Period (U.S.\$)	Total Disbursed from Primary Awardee to Sub to Date (U.S.\$)	Total Sub-Awardee Spent to Date (U.S.\$)	Total Contracted Amount (U.S.\$)
	\$	\$	\$	\$
	\$	\$	\$	\$

	\$	\$	\$	\$
Total (ties to budget file(s))	\$	\$	\$	\$

1. For sub-awards greater than \$1M, please provide explanatory detail as requested in the latest and future period sections above.

Note: It is the foundation's discretion to ask for updated sub-award budget files as part of the traditional progress report review process.

Other Sources of Support (if applicable)

Other Sources of Support include interest earned, current foreign exchange impacts, and co-funding (in-kind and other contributions).

1. Explain any notable impacts from other sources of support.

Financial Progress Summary Assessment

This section will help the foundation determine whether changes are needed to the payment schedule.

Note: This assessment does not guarantee that the previously agreed to payment schedule will change.

1. Based on the financial progress update provided, summarize your assessment of remaining financial payment needs and current payment requested to support your work. Please consider the following in your response:

- Cash on hand as of the end of the reporting period as compared to the future period projection(s).
- Financial and programmatic performance, and any potential changes proposed to the forecast through the remaining periods.

We are not requesting any changes to the payment schedule. The current payment schedule still meets our needs. Thank you.

Checklist - As you review your answers to questions in the financial update section, ensure that your report provides the following:

1. Explanation of how project expenditures differed from plan and the implications on programmatic progress to date.
2. Realistic future period projections based on updated plans, results tracker and future cost expectations.
3. Explanation of how future period projections differ from the original budget and previous forecasts, and the implications.
4. Explanation of other sources of support (funds) from other funders, interest earned or converting to non-USD currencies.
5. Explanation of future financial payment needs based on the project's anticipated financial needs and cash on hand.

SECTION E – PROGRESS NARRATIVE – PERIOD 2

If this grant is approved and activated, complete this section for each progress report and submit to Your foundation Investment Owner and Investment Coordinator on the date indicated in Your grant agreement or latest amendment.

- Use this section to provide updates to Your foundation Investment Owner regarding progress made toward achieving Your Project’s stated outputs and outcomes.
- The Progress and Final Narratives must be submitted in Word, as PDFs will not be accepted.
- Please remember to update the Actual Completion Dates in the [Investment Results Chart at the end of Section A](#). If You’d like to edit any other information in this chart beyond the Actual Completion Dates, please consult with Your foundation Investment Owner.

For multiple narratives, copy and paste the below questions/fields (up to Section F - Final Narrative) for each narrative.
DO NOT OVERWRITE EXISTING NARRATIVES.

Scheduled Payment Amount (if applicable)	\$ 1,480,000.00	Reporting Due Date	7/30/2022
Reporting Period Start Date	7/1/2021	Completed By	
Reporting Period End Date	6/30/2022		

By submitting this report, I declare that I am authorized to certify, on behalf of the grantee or vendor identified on page 1, that I have examined the following statements and related attachments, and that to the best of my knowledge, they are true, correct and complete. I hereby also confirm that the grantee or vendor identified on page 1 has complied with all of the terms and conditions of the Grant Agreement or Contract for Services, as applicable, including but not limited to the clauses contained therein regarding Use of Funds, Anti-Terrorism, Subgrants and Subcontracts, and Regulated Activities.

Progress Details

This section is an opportunity to reflect critically on the current period’s progress toward achieving the investment outputs and outcomes.

- Please use the most recently submitted **Results Framework and Tracker** to update your progress toward achieving the stated output(s) and/or outcome(s).
- We recommend that you complete the Results Framework and Tracker first to document actuals and variance against targets for the relevant reporting period, and then provide additional detail on progress in the questions below.

Project Overview

In order for students to be eligible to attend a state funded university after high school, they must complete the UC/CSU A-G requirements. When it comes to the completion of A-G requirements, the ‘C’ requirement (Mathematics) has been a particular challenge. It has the second lowest completion rate. Mathematics requires 3 years of study throughout high school, but English has a 4 year requirement. Compounding that is the fact that, according to a sampling of data done by PPIC (Public Policy Institute of California), the A-G GPA in Math courses is the lowest for all subjects and the pass rates for individual courses in the category is also the lowest. In fact, many students do not even make it through the sequence of necessary math courses. This leads to fewer students with opportunities to access A-G math courses which would be needed to meet the additional college requirement.

Building upon the learnings from CVNIC 1.0 (Gates 2016) and the MDI Grant (Gates 2019) we were able to establish a strong foundation to respond to these needs of our central valley schools. Tulare County Office of Education (TCOE) Educational Resource Services (ERS) team leveraged existing partnerships to establish the Central Valley Network Improvement Communities: College-Ready (CVNIC-CR) to bring together educators in 14 high schools in ten school districts spanning across four counties to advance shared goals of

increasing mathematics, equity and access, and creating post-secondary options focused on acceptance to a 4-year university. Collectively our network serves 15,908 students and over 180 educators composed of district leaders, principals, assistant principals, counselors, academic coaches, math teachers, data specialists, and county office members.

CVNIC College Ready engaged the network in 4 virtual convenings and Site Improvement Team meetings during the action period with higher than anticipated participation. Bringing together external partners in Diversity-Equity-Inclusion (DEI), Continuous Improvement (CI), and Counseling supported the systems analysis work during the action periods to uncover 3 main barriers student experience (lack of A-G information, course repetition (math) and opting out of a 3rd year of math) in completing A-G requirements. Working alongside coaches from other county offices allowed us to collaborate on a common problem that we face in our counties. This approach allowed for capacity building in DEI, CI and counseling work that is transferring beyond our network schools.

Where do you see evidence of success? Please include any specific measures and visualizations that you use to measure success to support your response.

In the last year, our network has seen evidence of success in the following areas:

- Feedback from the Network Health Survey shows our network is performing above the 2021 initiative median in Network Culture, and some measures within Network Connections and Network Roles & Engagement. In addition teams were appreciative of having a coach to keep them focused on the work.
- Site teams contributed to collective efforts in small testing cycles during the spring. [CVNIC:CR - PDSA Consolidation \(AP 4-Investigation 6\)](#)
- Teams at all levels of the network had opportunities to grow their capacity in CI, DEI during the year. Convenings, Site Team Meetings, COE coaches meetings and External Partners meetings were focused on CI, DEI and counseling to promote multiple opportunities and perspectives to be shared in varying contexts.
- The following document highlights the initial PDSA cycle learnings teams had during the spring: [CVNIC:CR Action Period Investigations #1-7 \(2021-22\)](#)
- We are excited to share our [CVNIC CR 21-22 Learnings](#) with others looking to do systems analysis work. The consolidated learnings from student empathy interviews and historical data analysis illuminated the following barriers students encounter in being A-G ready: [Math Course Pipeline Leaks](#)

What can you attribute this success to? What conditions exist that may have accelerated your progress (e.g., protected collaboration time, stability in leadership)?

Some of the conditions we feel that have enhanced our progress our described below:

- Systems analysis through student voice and historical data: ([Investigation #3: Senior Empathy Interview Data](#))
- Diverse site improvement team (roles) included district leaders, site leaders, coaches, counselors and lead teachers to bring multiple perspectives to work towards our network aim.
- Rhythm of learning allowed for teams to learn, reflect, and apply during network and site team meetings.
- The intentionality of scheduled collaborative times for consolidation and analysis of data ensured protected time to engage in the work.
- Set agendas and investigations allowed teams to stay focused and participate in the action period work: [Link to 2021-22 Improvement Team Running Agenda](#) & [Link to 2021-22 Improvement Team Storyboard Template](#)

Where do you not see evidence of success? Please include any specific measures and visualizations that you use to measure success to support your response.

Teams were unable to consistently meet and collaborate about testing cycles due to busy schedules and other commitments. There was varied levels of engagement throughout the year based on roles.

When you are not seeing success, what are some of the barriers? What conditions exist that may have negatively impacted your progress (e.g., hybrid model, limited collaboration time, district or principal turnover)?

Convenings held virtually made it difficult for teams to fully create the space to engage and step away from site duties. Calibration across teams/depts in Continuous Improvement, Measurement & Data, and Diversity, Equity, & Inclusion revealed various levels of understanding that was impacted by the varying levels of engagement. Feedback from the Open-Ended responses of the Network Health Survey suggest that we could be even more intentional with connecting the work with district initiatives and families. In addition, staff turnover continues to be a challenge we will need to attend to during the life of the project.

Which resources, tools, or experiences have enabled progress -- or that you think would enable progress if they existed?

- Tools we found helpful were:
 - Network Investigations that allowed teams to understand their current system related to our aim.
 - Empathy interviews provided network members to gain user perspectives from students regarding their high school journey in being A-G ready.
 - The use of a data protocol established a process for equity-centered conversations between members, creating a shared experience across the network.
 - Sankey data/cohort data provided a clear visual and created opportunity for teams to be curious regarding their cohorts of students' math pathway to completing the "C" (mathematics) A-G requirement.
 - Small testing cycles established a culture of learning for teams to actively participate in testing their change ideas and sharing their learnings with others in the network.
 - The use of running agendas and storyboard templates supported the facilitation for coaches and CI leads to create guided inquiry during site team meetings. This allowed the network teams to be focused on the aim while still having the ability to support their local contexts.
- Based on Network Feedback, experiences we have found helpful were:
 - Collaboration within teams and across sites to learn from one another.
 - Diverse perspectives and roles on site teams provided a fuller picture of the problem and why they exist, creating a shared responsibility to be actionable to removing barriers that students experience in being A-G ready.
 - The expertise of our external partners provided us with current research in supporting our efforts to meet our aim.
- Team planning time and resource slides used during convenings allowed designated time for teams to consolidate action period learning. In addition, teams were equipped to move forward with the next action period testing cycle.

Project Adjustments for Next Period

Based on this period's progress, what adjustments are you planning on making for the next period? *For each outcome or output that is behind schedule or under target, explain what adjustments you are making to get back on track.*

At the heart of our work are the students and families we serve. As we continue to revisit the network budget, we want to be mindful of including opportunities for members to build their capacity in CI, DEI, MD, and counseling.

Capacity Building

- County Office of Education (COE) Coaches attend professional learning opportunities in math, DEI, MD, and counseling
- Network members attend spring retreat with expert partners in math, DEI, and MD
- Network members attend CI and math conferences

Student and Family Engagement

- Jo Boaler Math Mindset Family Night (hybrid)
- Jo Boaler’s summer math camp supports student groups to create a team of leaders/social influencers, who will work together to spread a growth mindset.
- NEP supports student groups to bring equity-focused discussions to empower students to inform level decision making.

We are connecting these adjustments to our tracker as noted below:

Row	Descriptor	Next Steps
34	<p>All teams participate in at least 75% network convenings and coaching calls.</p> <p>Actual: 71%</p> <ul style="list-style-type: none"> ● 56% (28) of Network Health Survey respondents reported agreeing or strongly agreeing to the statement “My Site Improvement Team spends time and effort using what we learned from other Site Improvement Teams to Advance our Improvement Work.” ● 72% (41) of Network Health Survey respondents reported agreeing or strongly agreeing to the statement “. . . these tools help me feel connected to a broader community.” 	<p>Work with CI Lead to support site team attendance. During Year 2, we believe that the shift to in-person convenings and on-site coach support will increase engagement and attendance. We found that members were listed on the roster that did not actually participate. The hub clarified roles so that teams could properly identify their team members. With these defined roles, we now have two avenues of learning (classroom & system level) to support the aim of the network.</p>
36	<p>14/14 teams use data to analyze their current system and target their improvement efforts.</p> <p>Actual: 6/14</p> <ul style="list-style-type: none"> ● 79% (58) of Network Health Survey 	<p>While Hub established an indicator, COE coaches self reported team data usage. Teams' use of data within their site team meetings varied.</p> <p>Teams engaged with data provided by the</p>

	<p>respondents reported agreeing or strongly agreeing to the statement “The data this network is collecting helps us to understand the reasons for different student outcomes we see.”</p> <ul style="list-style-type: none"> • 87% (64) of Network Health Survey respondents reported agreeing or strongly agreeing to the statement “The data this network is collecting provide useful insights into areas to target for improvement.” • 84% (59) of Network Health Survey respondents reported agreeing or strongly agreeing to the statement of confidence regarding “. . . using data to understand if changes are leading to improvement.” 	<p>hub and written into investigations; however, they have not yet developed full ownership of the data and data analysis process.</p> <p>The Network Health Survey provides additional data that teams valued opportunities to use data to drive their team’s improvement work. We will continue to create opportunities for teams to utilize a data protocol to inform their work.</p> <p>Additionally, as an organization, we are continuing to develop our Data Team and expanding their role in supporting the network hub to collect data, create data displays, and analyze data. They will also support coach capacity building around using data for improvement with site teams.</p>
56	<p>Create monthly coaching rhythms that provide a space for coaches to learn, practice and reflect on how to facilitate improvement work that centers equity.</p> <p>Actual: 5/14</p>	<p>While Hub established an indicator, COE coaches self reported team’s equity focus. There is evidence of team discussions regarding equity in their system. However, an equity focus for most teams is in the initial stages of equity work. Using the CI for Equity feedback from the Network Health Survey coaches and hub will establish alignment for gauging the progress of equity-focused work.</p> <p>During this first year, coaches were building relationships and trust with teams, which sometimes made it difficult to address Discourse 1 language.</p> <p>We will need to continue to work with our NEP coach specifically around how coaches can address this type of discourse and positively move our equity work forward in productive ways.</p>

Diversity Equity, and Inclusion (DEI)

Tell us about your organization’s internal-facing and external-facing DEI efforts by sharing reflections for each of the bulleted questions below. Please share any relevant details or examples that support your response.

- What successes are you seeing?
- What challenges are you encountering?
- How do you know if your internal-facing DEI work is making a difference?

- **How do you know if your external-facing support and capacity-building efforts are making an impact on the students you serve?**

CVNIC College Ready external successes in DEI:

- Teams continued and deepened their work with NEP
- Teams are better equipped to have hard conversations regarding access for student groups
- Teams are leveraging multiple sources of data (student and staff voice, course analysis, student progress) to identify possible barriers and consider ways to respond
- All 14 teams on-boarded teachers to the Site Improvement Team including sharing their site's data, the need for this work, and what they learned this year
- COE coaches deepened their understanding and coaching of the discourses to support teams during team meetings
- COE coaches reflected that their focus on equity in CVNIC CR is supporting their work with other districts in their county
- CVNIC CR was able to put into practice learnings from previous networks (CVNIC 1.0, CVNIC 2.0) to truly place equity at the center of the work through supports for teams and equity-focused investigations that leveraged multiple sources of data
- 83% (61) of Network Health Survey respondents reported agreeing or strongly agreeing to the statement "Our network collects or reviews a rich array of qualitative and quantitative data relevant to the problem."
- 79% (58) of Network Health Survey respondents reported agreeing or strongly agreeing to the statement "Our network studies how the problem is perceived by the students closest to it."
- 79% (58) of Network Health Survey respondents reported agreeing or strongly agreeing to the statement "We use data to identify unjust and inequitable practices."
- Network Health Survey items about the Equity-Driven culture all show 68% or higher for agreeing or strongly agreeing that the network is comfortable discussing issues of race, gender, class, power, and oppressive systems.

TCOE internal successes in DEI:

- Engagement with Leadership Team (45-50 leaders across all TCOE organization)
 - [Department Alignment of Equity Foundations to Organizational Pillars and Core Values](#)
 - [Equity Foundations & Team Facilitator Guide](#)
- [Superintendent attending Equity Design Team meetings and supporting ways to identify and target areas that need to be strengthened internally](#)
- Expanded learning and application within teams to further equity
- Foundations
 - Designing and facilitating agendas for equity
- [Equity Design Lead supporting department teams with equity presentations](#)
- 3rd annual TCOE Equity Conference was held
- A permanent role within within the organization include DEI

CVNIC College Ready external challenges in DEI:

- Individuals and teams expressed some challenges/discomfort during DEI learning, data analysis, course sequence etc. e.g. community college data vs. 4-year university data and existing beliefs
- Tracking data about team growth in this area is difficult → We're considering analyzing team slides for evidence of DEI conversations and responsiveness
- Reporting data about COE Coach learning beyond the Network or TCOE provided professional learning in this area
- 63% (46) of Network Health Survey respondents reported agreeing or strongly agreeing to the statement "In our improvement work we regularly identify the strengths of the students and families with which we work."
- Network Health Survey respondents varied in their agreement of whether Hub Leaders value diverse perspectives. This variance occurred by race, network role, and district.

TCOE internal challenges in DEI:

- Due to staff changes and covid, EDT was siloed in DEI work within the organization.
 - Equity Ambassador meetings were put on hold
 -
- Defining the focus of Internal and external equity challenges within the organization and county for staff to understand and reflect on their work
 - Data focus and connections made within the organization and county
- Scheduling and routines have been challenging due to covid
- Identifying, creating, and collecting data internally to support identification and needs

Evidence that CVNIC CR DEI is making a difference:

- Equity conversations are essential elements of the CVNIC CR Hub meetings, COE Coaches Meetings, and Math Department meetings
- COE coaches reflected that their focus on equity in CVNIC CR is supporting their work with other districts in their county

Evidence that TCOE DEI is making a difference:

- [Leadership](#) interest in continuing NEP offerings and future presentations from others during the leadership team meetings.
- Part of our work in the coming year is determining what data we have & what we need to identify equity challenges and monitor progress on addressing them.
- Cross-department equity book study: Grading for Equity
- Cabinet members engaged in DEI conversations that extend to other depts within the organization by branch and dept.
- Staff is verbally speaking to the need for resources and support to become more actionable in their equity-focused efforts

CVNIC CR Impact on Students Served through DEI capacity building:

- Student empathy interviews provided data from students for teams to use with their additional sources of data. Teams used this information to design what they wanted to try in their system.
- 79% (58) of Network Health Survey respondents reported agreeing or strongly agreeing to the statement “Our network studies how the problem is perceived by the students closest to it.”
- Through our work this year, we have seen cases of success with sites in these areas. For example, through Investigation #6, A site team identified juniors that were not in 3rd year math and the counselors met with each student individually to learn about their post secondary interests and enroll them in a Math 3 or equivalent course.
- 79% (58) of Network Health Survey respondents reported agreeing or strongly agreeing to the statement “We use data to identify unjust and inequitable practices.”

TCOE Impact on Students Served through DEI capacity building:

- State Seal of Biliteracy support and countywide celebration
- Continuous Improvement for Equity (CIE)- coaching districts teams around improvement efforts
- Staff participating in Improvement Science for Equity offering
- [Equity Conference](#) highlighted district efforts
- Connections to other initiatives that infused equity (Content-focused work, college & career work, district/school support)
- Community Engagement Initiative
- Cross-department equity book study: Grading for Equity ready

How have you engaged students and families in your work over the last year?

CVNIC CR has engaged in students and families through the following ways:

- Student empathy interviews
- Investigation #6 - A site identified and interviewed 5 families about A-G and the importance of staying enrolled in math during junior and senior year
- **Strength:** 79% (58) of Network Health Survey respondents reported agreeing or strongly agreeing to the statement “Our network studies how the problem is perceived by the students closest to it.”
- **Opportunity:** 63% (46) of Network Health Survey respondents reported agreeing or strongly agreeing to the statement “In our improvement work we regularly identify the strengths of the students and families with which we work.”

TCOE has engaged in students and families through the following ways:

- Student, Family and Community Events:
- [Readership](#) Community Video, [Website](#), [CDE Discussion Guide](#)
- [CIE projects](#) engaged students and families to learn more about their needs.
- Regional Migrant Services held a [parent health conference](#) and [Feria Migrante](#) to celebrate cultural awareness, health, and STEM activities.
- College & Career held [college night](#) for college information and support for first generations and underserved student populations and the Tulare Kings College and Career Expo in collaboration with a local community college to support career expiration, awareness and preparation.
- [STEAM EXPO](#). Families participated in a variety of STEM activities and received free Planetarium tickets.
- [Slick Rock](#) Film festival competition for seven counties to support creativity for middle and high school students.
- [Expanding Your Horizons](#) to support learning about career opportunities for women working in Math, Science, Engineering and Technology.

What are your DEI goals for the coming year?

DEI Goals for CVNIC CR:

- Establish a shared equity focus and be able to identify, discuss, and create a plan to address inequities within your system.
- Leverage the different perspectives and experiences of the Site Improvement Team to uncover, understand, and take responsibility for the key barriers to A-G completion at your school site. Prioritize barriers and take action to remove these barriers (system, support, classroom)

TCOE Goals for DEI:

- Using data from (equity culture survey, etc) to develop a strategic plan
- The implementation and use of engaging staff with the equity foundations and identifying how to address/attend to equity in their dept (context).
- New staff position that will include equity work as a role and responsibility
- Expansion of data team to support learning cadences focused on equity and improvement internally and externally
- Equity Conference may return to an in-person event
- [Continue to develop our TCOE Equity website page](#)
- Intentionality and focus for equity within all team scorecards as we implement improvement cycles
- State seal of biliteracy first student award celebration to support increased outcomes for multilingual pathways

Sustainability and Spread

How is your organization thinking about sustaining this work in the target schools/districts after the grant period ends? *If you have existing materials that help answer this question, please provide the hyperlink(s) to these materials in the box below.*

- Intentionally design support for CI leads to leverage practices learned through the network: data routines, CI Tools (empathy interviews, root causes), PDSA to deepen their team's work and as an approach to support work in other contexts.
- Establishing the need for a multi-level Team to provide diverse perspectives and experiences
- Continued involvement of teams in aligned opportunities and networks
 - Improvement & Equity [Regional K-16 College & Career](#) infused and modeled CVNIC CR
- Regional collaboration to support continued deepening of work

How is your organization thinking about spreading this work (e.g., deepening work in schools, spreading to more schools/districts, expanding your organization's role in the improvement ecosystem)? *If you have existing materials that help answer this question, please provide the hyperlink(s) to these materials in the box below.*

- We're building internal capacity through partnering an improvement coach and a content coach to support each site team's work, while this is beneficial for the teams, it also support our coaches in developing their understanding of continuous improvement and how it can be used to support teams as they work to understand their system and focus on improving a problem area within their system
- CVNIC CR engages people from across our organization to experience CI in action with district and schools to better understand this model, how it is working, and how it can be applied to other areas of our organizational work
- Through this experience, TCOE team members can utilize the CI approach, a focus of DEI, and content learning/A-G with their districts not involved in the network
- Our learnings of the barriers that students experience within CVNIC CR this past year will have a direct impact on the approach and design of the TCOE Counselor Network, CCR Regional Collaborative, CNVIC Mathematics (grades 3-8), Readership Network, Quail Arts initiative, District differentiated support, Social Emotional Learning COP and planning of 1st Summit, Data team configuration, roles and responsibilities, and NTLD program planning and review
- [Commitment to continuous improvement](#) learning and implementation supported by level 1 system of support TCOE funds (57 completed ISP/ISB, 21 Coaching, network teams attended IHI).
- Plan for remaining District Services all staff to complete ISB/ISP over the next two years, 19 staff to complete Coaching, and alternating smaller teams to attend IHI annually.
- Tulare County and regional collaboration to offer improvement opportunities for varied audiences
- Learning Leadership Forum topics aligned to leadership and improvement
- Full implementation of Organizational Excellence work to support improvement cycles for each department team aligned to Equity Foundations, Core Values and Pillars

How is your organization thinking about overall organizational sustainability after the grant period (if applicable)? *If you have existing materials that help answer this question, please provide the hyperlink(s) to these materials in the box below.*

- Our network is designed using a gradual release model where leaders and teams increase their ownership and leadership of this work, including onboarding of team members, creating time and structures for the site to focus on this work, strengthening communication approaches internally and with families
- Creating a breakthrough series based on our change packages (investigations) to support other districts interested in beginning this work throughout the county, region, state
- Create a COP for Network Leaders to share resources, learning and fluidity as grant transitions- ie CCR efforts aligned to this grant- or merging
- Network leader coaching and mentoring internally and externally
- Sharing about the work- community/boards/conferences to support others
- Fee for service models network cohorts
- Offering to schools or districts as a Level 2 support based on eligibility and student need
- Create a Regional COP focused on what we have learned with other county offices to spread work within their communities

Global Access Update

Are there any updates to Your responses to the Global Access/Impact for Foundation's Beneficiaries questions (a – d) in Section A?

No

Yes (If yes, please explain below)

Outputs/Funded Development and Background Technology Updates

Are there any new Outputs/Funded Developments to report which were not described in any documents previously submitted to the foundation?

No

Yes (If yes, please explain below)

Are there any additional Background Technologies to report which were not described in any documents previously submitted to the foundation?

No

Yes (If yes, please explain below)

Feedback for the Foundation

Please share one to three ways the foundation and its partners have successfully enabled your work so far. *Please share any relevant details or examples that support your response.*

- The monthly check in overviews are helpful to see requests that are coming up so that we can plan and attend to them.
- Feedback from program officers has been helpful in connecting our work to others
- NSI convening in June was wonderful. We appreciated the attention in logistical coordination that made travel easy

Please share one to three ways the foundation can improve its support and minimize burden for grantees. *Please share any relevant details or examples that support your response.*

Working with multiple data partners and requests at times felt confusing and burdensome for site teams/members.

Roles and Responsibilities

Do You represent that the Project activities were conducted in compliance with all applicable ethical, legal, regulatory and safety requirements?

Yes

No (If no, please explain below)

Are any new activities¹ planned which were not described in any documents previously submitted to the foundation?

No

Yes (If yes, please explain below)

¹ In answering this question, please consider all new Project activities, such as those involving: confidential or protected information (including personally identifiable information or protected health information); the inclusion of children or vulnerable populations; research involving human subjects; clinical trials; post-approval studies; field trials; experimental medicine; provision of medical services (diagnostic, prophylactic or treatment); product development; use of genetically modified organisms, human tissue, animals, radioactive isotopes, pathogenic organisms, recombinant nucleic acids, select agents or toxins (www.selectagents.gov), dual-use technology (http://export.gov/regulation/eq_main_018229.asp), or any substance, organism, or material that is toxic or hazardous; use of aircraft, unmanned vehicle systems, drones or satellites; and the import, export, transfer, approvals, consents, records, data, specimens, images, and materials related to any of the foregoing.

FINANCIAL UPDATE 2021-2022

The purpose of this section is to help the foundation understand how programmatic performance affects actual and projected expenditures over the life of the investment.

Feel free to reach out to your foundation contact for support with these progress reporting requirements.

Note: Budget template and financial narrative instructions can be found [here](#). If you are using an older version of the budget template, this information could be in a different location in your template.

Latest Period Variance - Period 2 - 2021-22

“Latest period variance” compares expenditures that occurred in the reporting period against the most recent forecast.

See “Financial Summary & Reporting” sheet in the foundation budget template for calculated variance (for example, column AD, starting on row 29 for period 1). Note that the allowable variance is defined in your grant agreement.

Did the project spend more-or-less than anticipated in comparison to the most recent forecast? Please explain the primary drivers and their causes of the overall variance for the latest period (for example – programmatic changes, delays in recruitment).

In 2021-22, we expended 74.4% of our proposed budget. Due to COVID, most of our meetings were conducted virtually, so we had significantly reduced in-person meeting costs. We also experienced savings due to planned expenses paid by other funding sources.

Please provide a detailed explanation for any expense category in which the variance was greater than 10%. *This should include an explanation of programmatic decisions affecting expenditure amounts and/or how actual costs differed from prior assumptions.*

Our travel expenses were 17% of our proposed budget. We were unable to hold our annual in-person convening/retreat for teachers and other planned travel was held virtually. However, in Periods 3-5, we have increased the budgets to account for inflation and because we will provide more professional learning opportunities.

Our external consultants' expenses were 45% of our proposed budget. Much of our planned training was reduced because our teachers and administrators were overwhelmed with staffing shortages due to COVID. Additionally, Ed Analytics support was funded by another Gates Foundation grant in 2021-22; we do not have confirmation whether they will be funded similarly in Periods 3-5, so we have included them in our budget those periods.

Our other direct costs were 8% of our proposed budget. The Tulare County Superintendent of Schools funded the Student Clearinghouse test results tracker (\$495 x 15 schools = \$7,425) and the CORE Data Management System (\$70,000) for 2021-22 for Tulare County districts. We do not know whether this funding will continue in 2022-23, so we have budgeted for the expenses as we did initially.

Future Period Projections

"Future period projections" includes forecast by expense category and any additional dimensions for the future remaining reporting periods.

When populating your projections, please provide realistic projections that take into account the latest plan of expected activities and up-to-date associated costs. For example, projections usually will not simply carry forward previously unspent budget amounts into the next period or exactly match the original period budget. However, in total, the projections should match the total budget amount.

Please explain how your future projections for the remaining periods compare to your previous forecast. *Consider how the project's performance to date influences your forecast. In your response, address the following:*

- *Any shifts (+/-10%) between expense categories, additional dimensions (if applicable), including the trade-offs and implications.*
- *Have these shifts to forecast been discussed with your BMGF Program Officer? Was there a decision/approval?*
- *Where your expected rate of spending has significantly increased/decreased, what is driving this difference?*
- *What are the key assumptions behind the forecast (e.g. scale of activities, hiring delays, timeline changes)?*

Throughout the year, we have discussed the shifts in activities and funding with our Program Officer.

PERSONNEL

Our Personnel expenses were 96% of our proposed budget. We experienced small savings due to the departure of a team member. Our overall personnel budget is projected to be 95.1% of the proposed budget because we have reduced the FTE for counseling support from 1.0 to .70 as she will be supporting a similar project and partially funded by that project. We increased our academic math support from .86 FTE in Period 2 to 1.32 FTE in Period 3 and to 1.40 in Periods 4 and 5.

PERSONNEL \$	Period 1	Period 2	Period 3	Period 4	Period 5	OVERALL
Proposed Budget	\$ 302,678.19	\$ 753,643.46	\$ 846,777.50	\$ 875,567.93	\$ 915,483.59	\$3,694,150.67
Revised Budget	\$ 302,678.19	\$ 723,331.52	\$ 784,823.00	\$ 832,805.00	\$ 868,097.00	\$3,511,734.70
% of Proposed Budget	100%	96.0%	92.7%	95.1%	94.8%	95.1%

The overall project FTE was reduced from 21.50 to 20.17. This has helped to offset increases in salaries and benefits due to cost of living adjustments and benefits rates increases.

PERSONNEL FTE	Period 1	Period 2	Period 3	Period 4	Period 5	OVERALL
Proposed Budget	1.90	4.60	5.0	5.0	5.0	21.50
Revised Budget	1.94	4.21	4.62	4.70	4.70	20.17

TRAVEL

Our Period 2 travel expenses were 17% of our proposed budget. We were unable to hold our annual in-person convening/retreat for teachers and other planned travel was held virtually. However, in Periods 3-5, we have increased the budgets to account for inflation. We also plan to provide more professional learning opportunities.

TRAVEL	Period 1	Period 2	Period 3	Period 4	Period 5	OVERALL
Proposed Budget	\$ 9,941.36	\$ 39,000.00	\$ 39,000.00	\$ 39,000.00	\$ 39,000.00	\$ 165,941.36
Revised Budget	\$ 9,941.36	\$ 6,537.50	\$ 64,850.00	\$ 70,850.00	\$ 70,850.00	\$ 223,028.86
% of Proposed Budget	100%	17%	166%	182%	182%	134%

EXTERNAL CONSULTANTS

Our external consultants' expenses were 45% of our proposed budget. Much of our planned training was reduced because our teachers and administrators were overwhelmed with staffing shortages due to COVID. Additionally, Ed Analytics' support was funded by another Gates Foundation grant in 2021-22. We do not have confirmation whether they will be funded similarly in Periods 3-5, so we have included them in our budgets for those periods. We have increased our budget for Hatching Results in Periods 3-5 because they will be providing additional counseling support for system-level work to monitor and ensure equitable support for Black, Latinx, and SED students' A-G readiness.

EXTERNAL CONSULTANTS	Period 1	Period 2	Period 3	Period 4	Period 5	OVERALL
Proposed Budget	\$ 90,000.00	\$ 335,000.00	\$ 335,000.00	\$ 340,000.00	\$ 315,000.00	\$1,415,000.00
Revised Budget	\$ 90,000.00	\$ 151,500.00	\$ 368,750.00	\$ 368,750.00	\$ 343,750.00	\$1,322,750.00
% of Proposed Budget	100%	45%	110%	108%	109%	93%

OTHER DIRECT COSTS

Our other direct costs were 8% of our proposed budget. The Tulare County Superintendent of Schools funded the Student Clearinghouse test results tracker (\$495 x 15 schools = \$7,425) and the CORE Data Management

System (\$70,000) for 2021-22 for Tulare County districts. We do not know whether this funding will continue in 2022-23, so we have budgeted for the expenses as we did initially. For Period 3, we have added incentives for teachers and awards for students. We plan to purchase college t-shirts for students who complete a college readiness modules.

OTHER DIRECT COSTS	Period 1	Period 2	Period 3	Period 4	Period 5	OVERALL
Proposed Budget	\$ 8,669.95	\$ 99,890.53	\$ 111,422.50	\$ 168,422.50	\$ 168,422.50	\$ 556,827.98
Revised Budget	\$ 8,669.95	\$ 8,046.88	\$ 217,257.81	\$ 211,965.90	\$ 214,965.90	\$ 660,906.44
% of Proposed Budget	100%	8%	195%	126%	128%	119%

SUBAWARDS

We increased the Subawards to our County Office of Education (COE) partners by 141% overall because they will be providing additional support to their teams. We added funding for professional learning opportunities for their teams. The increased amounts will also help to cover inflationary costs.

SUBAWARDS	Period 1	Period 2	Period 3	Period 4	Period 5	OVERALL
Proposed Budget	\$ -	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 280,000
Revised Budget	\$ -	\$ 76,000	\$ 101,000	\$ 109,500	\$ 107,000	\$ 393,500
% of Proposed Budget	n/a	109%	144%	156%	153%	141%

How have changes to your investment results framework affected your future period projections?

We reduced many activities from Periods 1 and 2 and deferred them to Periods 3 through 5.

Sub-Awards (If Applicable)

This sub-award section provides visibility to an often critical component of the grant spending where the budget template provides limited insight. The total of actual disbursements for this reporting period should equal the actual sub-award expenses reported on the "Financial Summary & Reporting" sheet in the budget template for this reporting period.

Please use the table below to provide detail of all sub-grantee(s) or sub-contractor(s).

Organization Name	Actual Disbursement for this Reporting Period (U.S.\$)	Total Disbursed from Primary Awardee to Sub to Date (U.S.\$)	Total Sub-Awardee Spent to Date (U.S.\$)	Total Contracted Amount (U.S.\$)
Fresno COE	\$27,000	\$27,000	\$27,000	\$139,500
Madera COE	\$22,000	\$22,000	\$22,000	\$108,000
Merced COE	\$27,000	\$27,000	\$27,000	\$126,000
Porterville USD	0	0	0	\$5,000
Strathmore USD	0	0	0	\$5,000
Fowler USD	0	0	0	\$5,000

Los Banos USD	0	0	0	\$5,000
Total (ties to budget file(s))	\$76,000	\$76,000	\$76,000	\$393,500

For sub-awards greater than \$1M, please provide explanatory detail as requested in the latest and future period sections above. **Please note that it is the foundation's discretion to ask for updated sub-award budget files as part of the traditional progress report review process.**

N/A

Other Sources of Support (If Applicable)

Other Sources of Support include interest earned, current foreign exchange impacts, and co-funding (in-kind and other contributions).

Please explain any notable impacts from other sources of support.

The Tulare County Superintendent of Schools funded the Student Clearinghouse test results tracker (\$495 x 15 schools = \$7,425) and the CORE Data Management System (\$70,000) for 2021-22 for Tulare County districts. We do not know whether this funding will continue in 2022-23, so we have budgeted for the expenses as we did initially.

Financial Progress Summary Assessment

This section will help the foundation determine whether changes are needed to the payment schedule.

Please note that this assessment does not guarantee that the previously agreed to payment schedule will change.

Based on the financial progress update provided, please summarize your assessment of remaining financial payment needs and current payment requested to support your work. Please consider the following in your response:

- **Cash on hand as of the end of the reporting period as compared to the future period projection(s).**
- **Financial and programmatic performance, and any potential changes proposed to the forecast through the remaining periods.**

We are not requesting any changes to the payment schedule. The current payment schedule still meets our needs. Due to COVID, many of our activities were reduced in the current periods and deferred to later periods. Therefore, we have had reduced expenses in Periods 1 and 2.

Checklist for Completion:

As you review your answers to questions in the financial update section, ensure that your report provides the following:

1. Explanation of how project expenditures differed from plan and the implications on programmatic progress to date.
2. Realistic future period projections based on updated plans, results tracker and future cost expectations.
3. Explanation of how future period projections differ from the original budget and previous forecasts, and the implications.
4. Explanation of other sources of support (funds) from other funders, interest earned or converting to non-USD currencies.
5. Explanation of future financial payment needs based on the project's anticipated financial needs and cash on hand.

SECTION F – FINAL NARRATIVE

If this grant is approved and activated, complete this section at grant’s end and submit to Your foundation Investment Owner and Investment Coordinator on the date indicated in Your grant agreement or latest amendment.

- Use this form to provide Your final update to Your foundation Investment Owner regarding the results achieved for the entire project.
- In addition, please provide Your perspective on key lessons learned or takeaways and input on the foundation’s support of Your work to ensure that we can capture and share learnings as appropriate both internally and externally.
- The Final Narrative must be submitted in Word, as PDFs will not be accepted.

Reporting Period Start Date	<input type="text"/>	Reporting Due Date	<input type="text"/>
Reporting Period End Date	<input type="text"/>	Remaining Funds (If applicable)	\$ <input type="text"/>

By submitting this report, I declare that I am authorized to certify, on behalf of the grantee or vendor identified on page 1, that I have examined the following statements and related attachments, and that to the best of my knowledge, they are true, correct and complete. I hereby also confirm that the grantee or vendor identified on page 1 has complied with all of the terms and conditions of the Grant Agreement or Contract for Services, as applicable, including but not limited to the clauses contained therein regarding Use of Funds, Anti-Terrorism, Subgrants and Subcontracts, and Regulated Activities.

Final Progress Details

Provide information regarding the entire investment's progress towards achieving the investment outputs and outcomes. In addition, submit the [Investment Results tables](#) with actual results as requested. If You'd like to edit any other information in this chart beyond the completion dates, please consult with Your foundation Investment Owner.

Global Access

Do You confirm that You have ensured and will continue to ensure Global Access for the Funded Developments of the Project and, as applicable, Background Technology?

Yes

No (If no, please explain below)

Outputs/Funded Developments and Background Technology

As part of Your Final Progress Report You must update your Outputs/Funded Developments disclosure and Background Technology disclosure. Do You confirm that You have provided a full and accurate disclosure of all Outputs/Funded Developments and Background Technology as applicable to the Project?

Yes

No ____ (If no, please explain below)

Lessons Learned

Describe the top one to three takeaways or lessons learned from this Project. If You were to do this Project again, how would You approach it differently, if at all?

Feedback for the Foundation

Provide one to three ways the foundation successfully enabled your work during this Project. Provide one to three ways the foundation can improve.

Subgrants

If Your grant agreement (not applicable to contracts) is subject to expenditure responsibility and permits You to make subgrants to organizations that are not U.S. public charities or government agencies/instrumentalities, please complete the [Subgrantee Checklist](#) and attach a copy with this progress narrative for each such subgrantee.

FINANCIAL UPDATE

The purpose of this section is to help the foundation understand how programmatic performance affects actual and projected expenditures over the life of the investment.

Feel free to reach out to your foundation contact for support with these progress reporting requirements.

Note: Budget template and financial narrative instructions can be found [here](#). If you are using an older version of the budget template, this information could be in a different location in your template.

Latest Period Variance

“Latest period variance” compares expenditures that occurred in the reporting period against the most recent forecast. See “Financial Summary & Reporting” sheet in the foundation budget template for calculated variance (for example, column AD, starting on row 29 for period 1). Note that the allowable variance is defined in your grant agreement.

1. Did the project spend more-or-less than anticipated in comparison to the most recent forecast? Please explain the primary drivers and their causes of the overall variance for the latest period (for example – programmatic changes, delays in recruitment).

2. Please provide a detailed explanation for any expense category in which the variance was greater than 10%. This should include an explanation of programmatic decisions affecting expenditure amounts and/or how actual costs differed from prior assumptions.

Sub-Awards (if applicable)

This sub-award section provides visibility to an often critical component of the grant spending where the budget template provides limited insight. The total of actual disbursements for this reporting period should equal the actual sub-award expenses reported on the “Financial Summary & Reporting” sheet in the budget template for this reporting period.

Use the table below to provide detail of all sub-grantee(s) or sub-contractor(s).

Organization Name	Actual Disbursement for this Reporting Period (U.S.\$)	Total Disbursed from Primary Awardee to Sub to Date (U.S.\$)	Total Sub-Awardee Spent to Date (U.S.\$)	Total Contracted Amount (U.S.\$)
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total (ties to budget file(s))	\$	\$	\$	\$

1. For sub-awards greater than \$1M, please provide explanatory detail as requested in the latest and future period sections above.

Note: It is the foundation’s discretion to ask for updated sub-award budget files as part of the traditional progress report review process.

Other Sources of Support (if applicable)

Other Sources of Support include interest earned, current foreign exchange impacts, and co-funding (in-kind and other contributions).

1. Explain any notable impacts from other sources of support.

Checklist - As you review your answers to questions in the financial update section, ensure that your report provides the following:

1. Explanation of how project expenditures differed from plan and the implications on programmatic progress to date.
2. Realistic future period projections based on updated plans, results tracker and future cost expectations.
3. Explanation of how future period projections differ from the original budget and previous forecasts, and the implications.
4. Explanation of other sources of support (funds) from other funders, interest earned or converting to non-USD currencies.
5. Explanation of future financial payment needs based on the project’s anticipated financial needs and cash on hand.

Privacy and Non-Confidentiality Notice

The foundation is required by the IRS to publish a list of its grants. We may also provide a general description of our grants and contracts on our web sites, in press releases, and in other marketing materials. Subject to the foundation’s [Privacy Policy](#), the foundation may also share information You provide to us (either orally or in writing) with third parties, including external reviewers, key partners and co-funders. This document is subject to the foundation’s [Terms of Use](#).

BILL & MELINDA GATES foundation

GRANT AGREEMENT Investment ID INV-017107

AGREEMENT SUMMARY & SIGNATURE PAGE

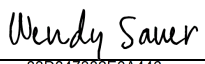
GRANTEE INFORMATION	
Name:	Tulare County Superintendent of Schools
Tax Status:	Governmental unit within the meaning of U.S. IRC § 170(b)(1)(A)(v) and 170(c)(1) You confirm that the above information is correct and agree to notify the Foundation immediately of any change.
Mailing Address:	PO Box 5091, 6200 S. Mooney Blvd., Visalia, California 93278, USA
Primary Contact:	Charlene Stringham, Assistant Superintendent, charlene.stringham@tcoe.org

FOUNDATION INFORMATION	
Mailing Address:	P. O. Box 23350, Seattle, Washington 98102, USA
Primary Contact:	Wendy Sauer, Senior Program Officer, US Program, wendy.sauer@gatesfoundation.org

AGREEMENT INFORMATION	
Title:	Networks for School Improvement Planning Grant
"Charitable Purpose":	to support the launch of a Network for School Improvement, which aims to improve student outcomes that are predictive of high school graduation and postsecondary success
"Start Date":	Date of last signature
"End Date":	December 31, 2020
This Agreement includes and incorporates by this reference:	This Agreement Summary & Signature Page and: <ul style="list-style-type: none"> Grant Amount and Reporting & Payment Schedule (Attachment A) Terms and Conditions (Attachment B) Investment Document (date submitted May 19, 2020) Budget (date submitted May 19, 2020)

THIS AGREEMENT is between Tulare County Superintendent of Schools ("*You*" or "*Grantee*") and the Bill & Melinda Gates Foundation ("*Foundation*"), and is effective as of the date of last signature. Each party to this Agreement may be referred to individually as a "*Party*" and together as the "*Parties*." As a condition of this grant, the Parties enter into this Agreement by having their authorized representatives sign below.

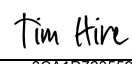
BILL & MELINDA GATES FOUNDATION

DocuSigned by:

83D847382E0A446...
 By: Wendy Sauer

Title: Senior Program Officer

June 1, 2020
 Date

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

DocuSigned by:

8CA1D7235598412...
 By: Tim Hire

Title: Superintendent

June 2, 2020
 Date

GRANT AGREEMENT
Investment ID INV-017107

ATTACHMENT A
GRANT AMOUNT AND REPORTING & PAYMENT SCHEDULE

GRANT AMOUNT

The Foundation will pay You the total grant amount specified in the Reporting & Payment Schedule below. The Foundation's Primary Contact must approve in writing any Budget cost category change of more than 10%.

REPORTING & PAYMENT SCHEDULE

Payments are subject to Your compliance with this Agreement, including Your achievement, and the Foundation's approval, of any applicable targets, milestones, and reporting deliverables required under this Agreement. The Foundation may, in its reasonable discretion, modify payment dates or amounts and will notify You of any such changes in writing.

REPORTING

You will submit reports according to the Reporting & Payment Schedule using the Foundation's templates or forms, which the Foundation will make available to You and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. Please notify the Foundation's Primary Contact if You need to add or modify any targets or milestones. The Foundation must approve any such changes in writing. You agree to submit other reports the Foundation may reasonably request.

REPORTING & PAYMENT SCHEDULE				
<i>Investment Period</i>	<i>Target, Milestone, or Reporting Deliverable</i>	<i>Due By</i>	<i>Payment Date</i>	<i>Payment Amount (U.S.\$)</i>
	Countersigned Agreement		Within 15 days after receipt of countersigned Agreement	\$120,000.00
Start Date to End Date	Final Report	Within 30 days after End Date		
Total Grant Amount				\$120,000.00

GRANT AGREEMENT
Investment ID INV-017107

ATTACHMENT B
TERMS & CONDITIONS

This Agreement is subject to the following terms and conditions.

PROJECT SUPPORT

PROJECT DESCRIPTION AND CHARITABLE PURPOSE

The Foundation is awarding You this grant to carry out the project described in the Investment Document ("*Project*") in order to further the Charitable Purpose. The Foundation, in its discretion, may approve in writing any request by You to make non-material changes to the Investment Document.

DATA COLLECTION AND RELEASE TO FOUNDATION

The Foundation may request that You or an appropriate entity: (a) participate in surveys; (b) respond to requests for information; and (c) provide certain data to the Foundation for additional research and evaluation during the term of this Agreement and for 5 years thereafter. You agree (x) to reasonably comply with such requests, and (y) that the Foundation may disseminate such data and research results. Unless otherwise specified in writing, the Foundation will only request data related to individuals that is de-identified or aggregated at a level where such data will not be considered "personally identifiable."

EVALUATION

You agree to notify the Foundation and provide copies of any reports or findings if You conduct or commission any research or evaluation regarding the Project. If You are selected to participate in Foundation-funded research or evaluation relating to the Project, You agree to: (a) designate a primary point of contact; (b) cooperate with the Foundation's evaluation partner as reasonably required to implement an evaluation plan; and (c) provide or facilitate the collection of data as reasonably required; and (d) permit dissemination of resulting reports or finding.

MANAGEMENT OF FUNDS

USE OF FUNDS

You may not use funds provided under this Agreement ("*Grant Funds*") for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. At the Foundation's request, You will repay any portion of Grant Funds and/or Income used or committed in material breach of this Agreement, as determined by the Foundation in its discretion.

INVESTMENT OF FUNDS

You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project. Together with any progress or final reports required under this Agreement, You must report the amount of any currency conversion gains (or losses) and the amount of any interest or other income generated by the Grant Funds (collectively, "*Income*"). Any Income must be used for the Project.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "*Funded Developments*" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "*Background Technology*" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "*Global Access*" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable

price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

HUMANITARIAN LICENSE

Subject to applicable laws and for the purpose of achieving Global Access, You grant the Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology. "Essential Background Technology" means Background Technology that is: (a) owned, controlled, or developed by You, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development. You confirm that You have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. You must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, You must promptly make available the Funded Developments and Essential Background Technology to the Foundation for use solely under this license. If You demonstrate to the satisfaction of the Foundation that Global Access can best be achieved without this license, the Foundation and You will make good faith efforts to modify or terminate this license, as appropriate.

PUBLICATION

Consistent with Your Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by the Foundation, You will seek prompt Publication of any Funded Developments consisting of data and results. "Publication" means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by the Foundation in writing. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global Access. If You seek Publication in a peer-reviewed journal, such Publication shall be under "open access" terms and conditions consistent with the Foundation's Open Access Policy available at: www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy, which may be modified from time to time. Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. You will mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date and copyright (e.g., © 20<> <Name>).

INTELLECTUAL PROPERTY REPORTING

During the term of this Agreement and for 5 years after, You will submit upon request annual intellectual property reports relating to the Funded Developments, Background Technology, and any related agreements using the Foundation's templates or forms, which the Foundation may modify from time to time.

SUBGRANTS AND SUBCONTRACTS

SUBGRANTS AND SUBCONTRACTS

You have the exclusive right to select subgrantees and subcontractors to assist with the Project.

SCHOLARSHIPS AND FELLOWSHIPS

You will have sole discretion over Your selection of any scholarship and fellowship recipients under this Agreement and must conduct the selection process independently of the Foundation.

TRAVEL STIPENDS AND CONFERENCE FEES

You will have sole discretion over Your selection of any recipients of travel stipends or conference expense reimbursements under this Agreement and must conduct the selection process independently of the Foundation. Foundation trustees and employees are not eligible to receive travel stipends or conference expense reimbursements.

RESPONSIBILITY FOR OTHERS

You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

PROHIBITED ACTIVITIES

ANTI-TERRORISM

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

LOBBYING AND ELECTIONEERING PROHIBITION

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activities or to otherwise support attempts to influence legislation. Activities will be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations. You confirm that the Budget (or the combined project budget if there are multiple funders) accurately reflects that You will expend at least the amount of the Grant Funds on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project.

OTHER LOBBYING, GIFT, AND ETHICS RULES

You agree to comply with any national, state, local, or other lobbying, gift, and ethics rules applicable to the Project. The Foundation is not retaining or employing You to engage in lobbying activities.

OTHER

PUBLICITY

A Party may publicly disclose information about the award of this grant, including the other Party's name, the total amount awarded, and a description of the Project, provided that a Party obtains prior written approval before using the other Party's name for promotional purposes or logo for any purpose. Any public disclosure by You or Your subgrantees, subcontractors, contingent workers, agents, or affiliates must be made in accordance with the Foundation's then-current brand guidelines, which are available at: www.gatesfoundation.org/brandguidelines.

COMPLIANCE WITH LAWS

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

COMPLIANCE WITH REQUIREMENTS

You will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, state, local, institutional, and school district or school network standards ("*Requirements*"). You will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of Your annual progress report to the Foundation, You must report whether the Project activities were conducted in compliance with all Requirements.

If the Project involves:

- a. any protected information (including personally identifiable, protected health, or third-party confidential), You will not disclose this information to the Foundation without obtaining the Foundation's prior written approval and all necessary consents to disclose such information; and/or
- b. children, students, or vulnerable subjects, You will obtain any necessary consents and approvals unique

to these subjects.

Any activities by the Foundation in reviewing documents and providing input or funding does not modify Your responsibility for determining and complying with all Requirements for the Project.

RELIANCE

You acknowledge that the Foundation is relying on the information You provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. You represent that the Foundation may continue to rely on this information and on any additional information You provide regarding activities, progress, and Funded Developments.

TERM AND TERMINATION

TERM

This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier as provided in this Agreement. The Foundation, in its discretion, may approve in writing any request by You for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.

TERMINATION

The Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) the Foundation is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Foundation reasonably believes may threaten the Project's success; (c) there is a change in Your control; (d) there is a change in Your tax status; or (e) You fail to comply with this Agreement.

RETURN OF FUNDS

Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be (a) returned promptly to the Foundation, or (b) applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation.

RECORD KEEPING

You will maintain complete and accurate accounting records and copies of any reports submitted to the Foundation relating to the Project. You will retain such records and reports for 4 years after Grant Funds have been fully spent. At the Foundation's request, You will make such records and reports available to enable the Foundation to monitor and evaluate how Grant Funds have been used or committed.

SURVIVAL

A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

GENERAL

ENTIRE AGREEMENT, CONFLICTS, AND AMENDMENTS

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. If there is a conflict between this Agreement and the Investment Document, this Agreement will prevail. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

NOTICES AND APPROVALS

Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

SEVERABILITY

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

ASSIGNMENT

You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Foundation's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

COUNTERPARTS AND ELECTRONIC SIGNATURES

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

**Tulare County
Office of Education**

Jim Vidak, County Superintendent of Schools

<i>For office use only</i>
Vendor # <u>85022</u>
Req # <u>192730</u>
PO # <u>192331</u>

TULARE COUNTY OFFICE OF EDUCATION

and

JOHN STEVENS

AGREEMENT

THIS AGREEMENT, is entered into as of September 17, 2018, between the Tulare County Superintendent of Schools, referred to as SUPERINTENDENT, and **JOHN STEVENS**, referred to as CONTRACTOR, with reference to the following:

- A. SUPERINTENDENT requires consulting services to provide a keynote speaker for CVNIC Retreat.
- B. CONTRACTOR represents that he/she is specially trained, experienced and competent in the field of keynote speeches.
- C. Services provided by CONTRACTOR will support activities of a grant awarded to the SUPERINTENDENT. The purpose of the grant is to improve mathematics teaching and student outcomes .
- D. Government Code section 53060 and Education Code section 35160 authorizes SUPERINTENDENT to contract with persons who are specially trained and experienced and competent to perform special services.
- E. SUPERINTENDENT wishes to hire CONTRACTOR as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.
- F. Pursuant to Education Code section 45103.1(b)(2), the services contracted are not available within the DISTRICT, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as of March 1, 2019 and shall expire on March 2, 2019, unless otherwise terminated as provided in this Agreement.
2. **SERVICES:** CONTRACTOR shall provide services as set forth in Exhibit A, entitled "Scope of Services," which exhibit is made part of this Agreement by reference.
3. **COST OF SERVICES:** For services rendered, CONTRACTOR shall be paid according to the fee schedule set forth in Exhibit A. The total amount payable to CONTRACTOR shall not exceed the sum of \$3,150.00.

4. METHOD AND CONDITIONS OF PAYMENT:

a. CONTRACTOR shall provide an invoice for services to SUPERINTENDENT. SUPERINTENDENT, according to the fee schedule set forth in Exhibit A, shall provide and file IRS form 1099 to report CONTRACTOR'S calendar year earnings.

b. The payment of compensation for work performed is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. SUPERINTENDENT will not pay anticipated profits or other economic loss.

5. COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with applicable federal, state, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. RECORDS AND AUDIT: CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the designated public and/or private auditor of SUPERINTENDENT and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

7. INSURANCE:

The insurance provision has been waived in this contract.

8. INDEPENDENT CONTRACTOR STATUS:

a. This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of SUPERINTENDENT.

b. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of SUPERINTENDENT. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and SUPERINTENDENT shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not SUPERINTENDENT'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, SUPERINTENDENT will not:

- i. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- ii. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.

- iii. Withhold state or federal income tax from payments to CONTRACTOR.
 - iv. Make disability insurance contributions on behalf of CONTRACTOR.
 - v. Obtain unemployment compensation insurance on behalf of CONTRACTOR.
- c. Notwithstanding this independent contractor relationship, SUPERINTENDENT shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

9. FINGERPRINTING REQUIREMENTS:

a. Pursuant to California Education Code section 45125.1, before any agents or employees of CONTRACTOR may enter school grounds or child care center grounds where they may have any contact with children, CONTRACTOR shall submit fingerprints of its employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. CONTRACTOR shall not permit any employee to come in contact with children of the SUPERINTENDENT'S programs until the Department of Justice has ascertained that the CONTRACTOR'S employees have not been convicted of a felony as defined in Education Code section 45122.1.

b. CONTRACTOR shall provide the SUPERINTENDENT with a written list of the names of its employees who may come in contact with children before commencement of work. CONTRACTOR shall certify, in a form provided by the SUPERINTENDENT, in writing to the SUPERINTENDENT, under penalty of perjury, that it has complied with the requirements of Education Code section 45125.1, and that none of its employees who may come in contact with children have been convicted of a felony as defined in Education Code section 45122.1, based upon the information CONTRACTOR has received from the Department of Justice.

c. If CONTRACTOR believes that its employees will have only limited contact with children and should therefore be exempted from these requirements, CONTRACTOR must contact the SUPERINTENDENT with its request for exemption within fifteen (15) days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including, but not limited to the length of time CONTRACTOR will be on school or child care center grounds, whether children will be in proximity to the site where the CONTRACTOR'S employees are working, and whether the CONTRACTOR'S employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the SUPERINTENDENT.

d. The CONTRACTOR shall impose the foregoing requirements on any subcontractors or assignees.

10. INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify SUPERINTENDENT, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including SUPERINTENDENT'S property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against SUPERINTENDENT by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against SUPERINTENDENT alleging civil rights violations by CONTRACTOR under Government Code

section 12920 et seq. (California Fair Employment and Housing Act) *and any fines or penalties imposed on SUPERINTENDENT for CONTRACTOR'S failure to provide information to complete form DE 542, when applicable.* This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

11. CONFLICT OF INTEREST:

a. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest or appearance of conflicts of interest, including, but not limited to Government Code section 1090 et seq., and the Political Reform Act, Government Code section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from the making of any decision on behalf of SUPERINTENDENT in which such officer, employee or consultant has direct or indirect financial interest. A violation can occur if the public officer, employee or consultant participates in or influences any SUPERINTENDENT decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

b. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflict of interest laws, it will immediately inform the SUPERINTENDENT'S designated representative and provide all information needed for resolution of this question.

12. TERMINATION:

a. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

b. SUPERINTENDENT will pay to CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination.

i. Without Cause: SUPERINTENDENT shall have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.

ii. With Cause:

(1) This Agreement may be terminated by either party should the other party:

- (a) be adjudged as bankrupt, or
- (b) become insolvent or have a receiver appointed, or
- (c) make a general assignment for the benefit of creditors, or
- (d) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (e) materially breach this Agreement.

(2) For any of the occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of the termination.

- (3) Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.
- (4) If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.
- (5) SUPERINTENDENT will not pay compensation or make reimbursement to cure a breach arising out of, or resulting from such termination. If the expense of finishing the CONTRACTOR'S Scope of Services exceeds the unpaid balance of the Agreement, CONTRACTOR must pay the difference to SUPERINTENDENT.

c. **Effects of Termination:** Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR'S services have been terminated by SUPERINTENDENT, said termination will not affect any rights of SUPERINTENDENT to recover damages against CONTRACTOR.

d. **Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of SUPERINTENDENT for which CONTRACTOR'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

13. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONTRACTOR and SUPERINTENDENT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

14. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

15. NOTICES:

a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

DISTRICT:

John Rodriguez, Director
Human Resources
Tulare County Office of Education
6200 S. Mooney Blvd., P.O. Box 5091
Visalia, CA 93278-5091
Phone No.: (559) 733-6306
Fax No.: (559) 427-6270

With A Copy To:

Patty Blaswich, Director
Internal Business
Tulare County Office of Education
6200 S. Mooney Blvd., P.O. Box 5091
Visalia, CA 93278-5091
Phone No.: (559) 733-6691
Fax No. (559) 733-6570

CONTRACTOR:

JOHN STEVENS
17974 Caraway Court
San Bernardino, CA 92407
Phone No.: (760) 992-6733

b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.

16. CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

17. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

18. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made and shall be performed in Tulare County, California.

19. WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

20. EXHIBITS AND RECITALS: The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

21. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

22. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts as may be reasonably required to effect the purposes of this Agreement.

23. **ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

24. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, SUPERINTENDENT is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees, and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without prior written consent of SUPERINTENDENT.

25. **DISPUTE RESOLUTION:** If a dispute arises out of, or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

26. **UNEMPLOYMENT INSURANCE COMPLIANCE:** *If CONTRACTOR is an individual or sole proprietorship, CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code section 1088.8. Accordingly, SUPERINTENDENT has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR'S full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with SUPERINTENDENT to make such information available. Failure to provide the required information may, at SUPERINTENDENT'S option, prevent approval of this Agreement, or be grounds for termination by SUPERINTENDENT.*

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Tulare County Superintendent of Schools

ORIGINAL

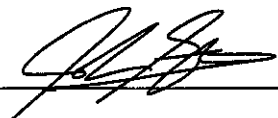
Date: OCT 18 2018

BY , Deputy
Tulare County Superintendent of Schools
"SUPERINTENDENT"

JOHN STEVENS

ORIGINAL

Date: 9/24/18

BY 

TITLE Contractor
"CONTRACTOR"

Date: _____

BY _____

TITLE _____
"CONTRACTOR"

THIS AGREEMENT is subject to Unemployment Insurance Code section 1088.8 filing obligations within twenty (20) days of entering into this Agreement.

Information for DE Form 542 was provided by CONTRACTOR

DE Form 542 was filed electronically.

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

- **Friday, March 1st:**
 - 2-hour keynote Speaker
- **Saturday, March 2nd:**
 - Learning Seminar facilitated by John Stevens

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

- Superintendent will provide the facilities, arrange catering, coordinate participant attendance and provide hotel stay March 1-2, 2019 at the Cambria Pine Lodge for John Stevens.

3. FEE SCHEDULE:

(Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.)

- The contract total for services to be provided shall not exceed **\$3,150 including contractor travel and/or other expenses**. Payment will be made within **30 days** of approved invoice.

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

Tulare County
Office of Education
Jim Vidak, County Superintendent of Schools

<i>For office use only</i>	
Vendor #	850223
Req #	192231
PO #	192232

1/18

TULARE COUNTY OFFICE OF EDUCATION
and
MATT VAUDREY

AGREEMENT

THIS AGREEMENT, is entered into as of September 17, 2018, between the Tulare County Superintendent of Schools, referred to as SUPERINTENDENT, and MATT VAUDREY, referred to as CONTRACTOR, with reference to the following:

- A. SUPERINTENDENT requires consulting services to provide a keynote speaker for the CVNIC Retreat.
- B. CONTRACTOR represents that he/she is specially trained, experienced and competent in the field of keynote speeches.
- C. Services provided by CONTRACTOR will support activities of a grant awarded to the SUPERINTENDENT. The purpose of the grant is to improve mathematics teaching and student outcomes .
- D. Government Code section 53060 and Education Code section 35160 authorizes SUPERINTENDENT to contract with persons who are specially trained and experienced and competent to perform special services.
- E. SUPERINTENDENT wishes to hire CONTRACTOR as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.
- F. Pursuant to Education Code section 45103.1(b)(2), the services contracted are not available within the DISTRICT, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.

ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This Agreement shall become effective as of March 1, 2019 and shall expire on March 2, 2019, unless otherwise terminated as provided in this Agreement.
- 2. **SERVICES:** CONTRACTOR shall provide services as set forth in Exhibit A, entitled "Scope of Services," which exhibit is made part of this Agreement by reference.
- 3. **COST OF SERVICES:** For services rendered, CONTRACTOR shall be paid according to the fee schedule set forth in Exhibit A. The total amount payable to CONTRACTOR shall not exceed the sum of \$3,150.00.

4. METHOD AND CONDITIONS OF PAYMENT:

a. CONTRACTOR shall provide an invoice for services to SUPERINTENDENT. SUPERINTENDENT, according to the fee schedule set forth in Exhibit A, shall provide and file IRS form 1099 to report CONTRACTOR'S calendar year earnings.

b. The payment of compensation for work performed is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. SUPERINTENDENT will not pay anticipated profits or other economic loss.

5. COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with applicable federal, state, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. RECORDS AND AUDIT: CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the designated public and/or private auditor of SUPERINTENDENT and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

7. INSURANCE:

The insurance provision has been waived in this contract.

8. INDEPENDENT CONTRACTOR STATUS:

a. This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of SUPERINTENDENT.

b. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of SUPERINTENDENT. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and SUPERINTENDENT shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not SUPERINTENDENT'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, SUPERINTENDENT will not:

- i. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- ii. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- iii. Withhold state or federal income tax from payments to CONTRACTOR.

- iv. Make disability insurance contributions on behalf of CONTRACTOR.
- v. Obtain unemployment compensation insurance on behalf of CONTRACTOR.
- c. Notwithstanding this independent contractor relationship, SUPERINTENDENT shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

9. FINGERPRINTING REQUIREMENTS:

a. Pursuant to California Education Code section 45125.1, before any agents or employees of CONTRACTOR may enter school grounds or child care center grounds where they may have any contact with children, CONTRACTOR shall submit fingerprints of its employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. CONTRACTOR shall not permit any employee to come in contact with children of the SUPERINTENDENT'S programs until the Department of Justice has ascertained that the CONTRACTOR'S employees have not been convicted of a felony as defined in Education Code section 45122.1.

b. CONTRACTOR shall provide the SUPERINTENDENT with a written list of the names of its employees who may come in contact with children before commencement of work. CONTRACTOR shall certify, in a form provided by the SUPERINTENDENT, in writing to the SUPERINTENDENT, under penalty of perjury, that it has complied with the requirements of Education Code section 45125.1, and that none of its employees who may come in contact with children have been convicted of a felony as defined in Education Code section 45122.1, based upon the information CONTRACTOR has received from the Department of Justice.

c. If CONTRACTOR believes that its employees will have only limited contact with children and should therefore be exempted from these requirements, CONTRACTOR must contact the SUPERINTENDENT with its request for exemption within fifteen (15) days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including, but not limited to the length of time CONTRACTOR will be on school or child care center grounds, whether children will be in proximity to the site where the CONTRACTOR'S employees are working, and whether the CONTRACTOR'S employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the SUPERINTENDENT.

d. The CONTRACTOR shall impose the foregoing requirements on any subcontractors or assignees.

10. INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify SUPERINTENDENT, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including SUPERINTENDENT'S property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against SUPERINTENDENT by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against SUPERINTENDENT alleging civil rights violations by CONTRACTOR under Government Code section 12920 et seq. (California Fair Employment and Housing Act) and any fines or penalties imposed on SUPERINTENDENT for CONTRACTOR'S failure to provide information to complete form DE 542, when

applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

11. CONFLICT OF INTEREST:

a. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest or appearance of conflicts of interest, including, but not limited to Government Code section 1090 et seq., and the Political Reform Act, Government Code section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from the making of any decision on behalf of SUPERINTENDENT in which such officer, employee or consultant has direct or indirect financial interest. A violation can occur if the public officer, employee or consultant participates in or influences any SUPERINTENDENT decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

b. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflict of interest laws, it will immediately inform the SUPERINTENDENT'S designated representative and provide all information needed for resolution of this question.

12. TERMINATION:

a. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

b. SUPERINTENDENT will pay to CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination.

- i. Without Cause: SUPERINTENDENT shall have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.
- ii. With Cause:
 - (1) This Agreement may be terminated by either party should the other party:
 - (a) be adjudged as bankrupt, or
 - (b) become insolvent or have a receiver appointed, or
 - (c) make a general assignment for the benefit of creditors, or
 - (d) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
 - (e) materially breach this Agreement.
 - (2) For any of the occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of the termination.
 - (3) Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting

party may terminate the Agreement on further written notice specifying the date of termination.

- (4) If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.
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c. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR'S services have been terminated by SUPERINTENDENT, said termination will not affect any rights of SUPERINTENDENT to recover damages against CONTRACTOR.

d. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of SUPERINTENDENT for which CONTRACTOR'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

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John Rodriguez, Director
Human Resources
Tulare County Office of Education
6200 S. Mooney Blvd., P.O. Box 5091
Visalia, CA 93278-5091
Phone No.: (559) 733-6306
Fax No.: (559) 427-6270

With A Copy To:

Patty Blaswich, Director
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Fax No. (559) 733-6570

CONTRACTOR:

MATT VAUDREY
7255 Banyan Court
Fontana, CA 92336
Phone No.: (626) 614-6065

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.


Date: 9/24/18

Tulare County Superintendent of Schools

BY , Deputy
Tulare County Superintendent of Schools
"SUPERINTENDENT"

MATT VAUDREY

Date: 9/21/2018 5:43:05 AM PDT

BY 
TITLE Matt Vaudrey
"CONTRACTOR"

Date: _____

BY _____

TITLE _____

“CONTRACTOR”

THIS AGREEMENT is subject to Unemployment Insurance Code section 1088.8 filing obligations within twenty (20) days of entering into this Agreement.

Information for DE Form 542 was provided by CONTRACTOR

DE Form 542 was filed electronically.

NO INSURANCE-GRANT FUNDED-SOLE PROPRIETOR.doc

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

- **Friday, March 1st:**
 - 2-hour keynote Speaker
- **Saturday, March 2nd:**
 - Learning Seminar facilitated by Matt Vaudrey

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

- Superintendent will provide the facilities, arrange catering, coordinate participant attendance and provide hotel stay March 1-2, 2019 at the Cambria Pine Lodge for Matt Vaudrey.

3. FEE SCHEDULE:

(Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.)

- The contract total for services to be provided shall not exceed **\$3,150 including contractor travel and/or other expenses**. Payment will be made within **30 days** of approved invoice.

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

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BILL & MELINDA GATES foundation

GRANT AGREEMENT Investment ID OPP1153027

AGREEMENT SUMMARY & SIGNATURE PAGE

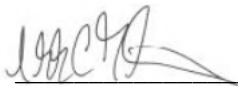
GRANTEE INFORMATION	
Name:	Tulare County Superintendent of Schools
Tax Status:	Governmental unit within the meaning of U.S. IRC § 170(b)(1)(A)(v) and 170(c)(1) You confirm that the above information is correct and agree to notify the Foundation immediately of any change.
Mailing Address:	6200 S. Mooney Blvd. Visalia, CA 93278
Primary Contact:	Charlene Stringham, Assistant Superintendent, Instructional Services, charlenes@ers.tcoe.org

FOUNDATION INFORMATION	
Mailing Address:	P. O. Box 23350, Seattle, WA 98102, U.S.A.
Primary Contact:	Jamie McKee, Senior Program Officer, Lead, Jamie.McKee@gatesfoundation.org

AGREEMENT INFORMATION	
Title:	California Central Valley Networked Improvement Community (CVNIC)
"Charitable Purpose":	To support a networked improvement community focused on improved instruction in Tulare County
"Start Date":	Date of last signature.
"End Date":	June 30, 2019
This Agreement includes and incorporates by this reference:	This Agreement Summary & Signature Page and: <ul style="list-style-type: none"> • Grant Amount and Reporting & Payment Schedule (Attachment A) • Terms and Conditions (Attachment B) • Proposal Narrative (date submitted 04-26-2016) • Results Framework and Tracker (date submitted 04-26-2016) • Budget (date submitted 03-21-2016)

THIS AGREEMENT is between Tulare County Superintendent of Schools ("You" or "Grantee") and the Bill & Melinda Gates Foundation ("*Foundation*"), and is effective as of the date of last signature. Each party to the Agreement may be referred to individually as a "*Party*" and together as the "*Parties*." As a condition of this grant, the Parties enter into this Agreement by having their authorized representatives sign below.

BILL & MELINDA GATES FOUNDATION




Allan Golston
US Program, President

May 15, 2016
Date

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

DocuSigned by:



15FB1A2B1B474F0...
Jim Vidak

Tulare County Superintendent of Schools

May 24, 2016

GRANT AGREEMENT
Investment ID OPP1153027

ATTACHMENT A
GRANT AMOUNT AND REPORTING & PAYMENT SCHEDULE

GRANT AMOUNT

The Foundation will pay You the total grant amount specified in the Reporting & Payment Schedule below. The Foundation's Primary Contact must approve in writing any Budget cost category change of more than 10%.

PAYMENTS

The Foundation will make payments according to the Reporting & Payment Schedule and, where specified, contingent on Your completion of the applicable target, milestone, or reporting deliverable. The Foundation may approve changes to the schedule from time to time, and will confirm any such changes in writing.

REPORTING

You will submit reports according to the Reporting & Payment Schedule using the Foundation's templates or forms, which the Foundation will make available to You and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. Please notify the Foundation's Primary Contact if You need to add or modify any targets or milestones. The Foundation must approve any such changes in writing. You agree to submit other reports the Foundation may reasonably request.

REPORTING & PAYMENT SCHEDULE				
<i>Investment Period</i>	<i>Target, Milestone, or Reporting Deliverable</i>	<i>Due By</i>	<i>Payment Date</i>	<i>Payment Amount (U.S.\$)</i>
N/A	Countersigned Agreement, as applicable	June 3, 2016	Within 15 days after receipt of countersigned Agreement	\$712,698.00
N/A	Revised Results Tracker including baseline data points and targets for intermediate outcomes	December 31, 2016	N/A	N/A
Start Date to June 30, 2017	Progress Report	July 31, 2017	August 2017	\$631,234.00
July 1, 2017 to June 30, 2018	Progress Report	July 31, 2018	August 2018	\$642,087.00
Start Date to End Date	Final Report	Within 60 days of End Date	N/A	N/A
Total Grant Amount				\$1,986,019.00

GRANT AGREEMENT
Investment ID OPP1153027

ATTACHMENT B
TERMS & CONDITIONS

This Agreement is subject to the following terms and conditions.

PROJECT SUPPORT

PROJECT DESCRIPTION AND CHARITABLE PURPOSE

The Foundation is awarding You this grant to carry out the project described in the Proposal Narrative and Results Framework and Tracker (collectively, "*Project*") in order to further the Charitable Purpose.

MANAGEMENT OF FUNDS

USE OF FUNDS

You may not use funds provided under this Agreement ("*Grant Funds*") for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date.

INVESTMENT OF FUNDS

You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project. Together with any progress or final reports required under this Agreement, You must report the amount of any currency conversion gains (or losses) and the amount of any interest, or other income generated by the Grant Funds (collectively, "*Income*"). Any Income must be used for the Project.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "*Funded Developments*" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "*Background Technology*" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "*Global Access*" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

PUBLICATION IN PEER-REVIEWED JOURNALS

If You seek publication of Funded Developments in a peer-reviewed journal, such publication shall be under "open access" terms and conditions consistent with the Foundation's Open Access Policy available at: www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy, which may be modified from time to time.

SUBGRANTS AND SUBCONTRACTS

SUBGRANTS AND SUBCONTRACTS

You have the exclusive right to select subgrantees and subcontractors to assist with the Project.

TRAVEL STIPENDS AND CONFERENCE FEES

You have sole discretion over Your selection of individuals to whom You give travel stipends or conference expense reimbursements and must conduct the selection process independently of the Foundation. Foundation trustees and employees are not eligible to receive travel stipends or conference expense reimbursements.

RESPONSIBILITY FOR OTHERS

You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

PROHIBITED ACTIVITIES

ANTI-TERRORISM

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combatting terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) with countries against which the U.S. maintains comprehensive or targeted sanctions (currently, Cuba, Iran, (North) Sudan, Syria, North Korea, Russia and Ukraine), unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

POLITICAL ACTIVITY AND ADVOCACY

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activity or to otherwise support attempts to influence local, state, federal, or foreign legislation. Your strategies and activities, and any materials produced with Grant Funds, must comply with applicable local, state, federal, or foreign lobbying law. You agree to comply with all lobbying, gift, and ethics rules applicable to the Project. The Foundation is not retaining or employing You to engage in lobbying activities.

PUBLICITY

PUBLICITY BY THE FOUNDATION

The Foundation may include information about the award of this grant, including Your name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns and other public disclosure.

PUBLICITY BY YOU

You must obtain the Foundation's prior written approval before: (a) issuing a press release or other public announcement regarding this grant; and (b) any other public use of the Foundation's name or logo. Please email Your request to: grantee.comms@gatesfoundation.org two weeks in advance to provide the Foundation an opportunity to review and comment. Detailed guidelines are available at: www.gatesfoundation.org/grantseeker/documents/guidelines_communications_for_grantees.doc.

PUBLICITY BY OTHERS

You and Your subgrantees, subcontractors, contingent workers, agents, or affiliates may not state or otherwise imply to third parties that the Foundation directly funds or otherwise endorses their activities.

OTHER

COMPLIANCE WITH LAWS

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

TERM AND TERMINATION

TERM

This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier as provided in this Agreement. The Foundation may approve a no-cost extension requested by You in its

sole discretion.

TERMINATION

The Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) the Foundation is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Foundation reasonably believes may threaten the Project's success; (c) there is a change in Your control; or (d) You fail to comply with this Agreement.

RETURN OF FUNDS

Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be returned promptly to the Foundation, applied to another Foundation-funded project (current or under consideration), or applied to another mutually-agreed upon charitable project, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be either applied to another Foundation-funded project (current or under consideration) or applied to another mutually-agreed upon charitable project, as directed in writing by the Foundation.

RECORD KEEPING

You will maintain adequate accounting records related to the Project. You will make such records available to enable the Foundation to monitor and evaluate how Grant Funds have been used.

SURVIVAL

A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

GENERAL

ENTIRE AGREEMENT AND AMENDMENTS

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

NOTICES AND APPROVALS

Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

SEVERABILITY

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

ASSIGNMENT

You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Foundation's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

COUNTERPARTS

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.

PO#: 201930
PO Req#: 22279
Vendor #: 8117

**TULARE COUNTY SUPERINTENDENT OF SCHOOLS
INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT**

This INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT ("Agreement") is made and entered into, effective 7/30/2021 (the "Effective Date"), by and between the Tulare County Superintendent of Schools ("SUPERINTENDENT") and Improvement Collective ("CONTRACTOR"), with reference to the following:

A. SUPERINTENDENT requires consulting services to develop/provide:
Support to the CVNIC: College-Ready Hubs as a consultant in activities including Network Improvement Strategy, Design Days, support at Network Meetings, Design Action Period Work and Data Variation.

B. CONTRACTOR is specially trained, experienced and competent in the field of:
Coaching Improvement and Support Networked Improvement Communities.

C. Government Code section 53060 and Education Code section 35160 authorizes SUPERINTENDENT to contract with persons who are specially trained and experienced and competent to perform special services.

D. SUPERINTENDENT wishes to hire CONTRACTOR as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.

E. Grant Funded
 Yes, Grant Name: Bill and Melinda Gates Foundation NSI Network Grant
Grant Type: The grant supports participating schools to apply improvement science to increase the number of African American, Latino, and socially economically disadvantaged students who are accepted into a post-secondary institution.
 No

F. Pursuant to Education Code section:
 45103.1(b)(1), the contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
 45103.1(b)(2), the services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
 45103.1(b)(3), the services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
 45103.1(b)(4), the policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

- 45103.1(b)(5), the nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work.
- 45103.1(b)(6), the contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- 45103.1(b)(7), the services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

ACCORDINGLY, IT IS AGREED:

1. **Contractor Services.** CONTRACTOR shall provide services ("Services"), as set forth in Exhibit A, entitled "Scope of Services," which exhibit is made part of this Agreement by reference.
2. **Contractor Qualifications.** CONTRACTOR represents and warrants to SUPERINTENDENT that CONTRACTOR, and all of CONTRACTOR's employees, agents or volunteers (the "CONTRACTOR Parties"), have in effect and shall maintain in full force throughout the term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. CONTRACTOR, and any CONTRACTOR Parties, performing services shall be competent to perform those services.
3. **Term.** This Agreement shall begin on 7/30/2021, and shall terminate upon completion of the Services, but no later than 6/15/2022 ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the SUPERINTENDENT or designee shall be sufficient to stop further performance of the Services by CONTRACTOR, or the CONTRACTOR Parties. In the event of early termination, CONTRACTOR shall be paid for satisfactory Services performed to the date of termination. Upon payment by SUPERINTENDENT, SUPERINTENDENT shall be under no further obligation to CONTRACTOR, monetarily or otherwise, and SUPERINTENDENT may proceed with the work in any manner SUPERINTENDENT deems proper.
4. **Termination.** SUPERINTENDENT may terminate this Agreement at any time by giving thirty (30) days advance written notice to CONTRACTOR. Notwithstanding the foregoing, SUPERINTENDENT may immediately terminate this Agreement at any time by service of written notice to CONTRACTOR:
 - a. if CONTRACTOR materially breaches any of the terms of this Agreement,
 - b. if any act or omission of CONTRACTOR or the CONTRACTOR Parties exposes SUPERINTENDENT to potential liability or may cause an increase in SUPERINTENDENT's insurance premiums,
 - c. CONTRACTOR is adjudged as bankrupt,
 - d. CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed because of CONTRACTOR's insolvency.
5. **Cost of Services.** For services rendered, CONTRACTOR shall be paid according to the fee schedule set forth in Exhibit B, entitled "Fee Schedule," which exhibit is made part of this Agreement by reference. The total amount payable to CONTRACTOR shall not exceed the sum of \$ 46,117.00.

6. Method and Conditions of Payment

- a. CONTRACTOR shall provide an invoice for services to SUPERINTENDENT. SUPERINTENDENT, according to the fee schedule set forth in Exhibit B, shall provide and file IRS form 1099 to report CONTRACTOR'S calendar year earnings.
- b. The payment of compensation for work performed is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement.

7. **Headings.** Section headings are provided for organizational purposes only, and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

8. **Indemnity.** CONTRACTOR shall defend, indemnify, and hold harmless SUPERINTENDENT and its agents, representatives, officers, consultants, employees, and the Tulare County Board of Education (individually and collectively, the "SUPERINTENDENT Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs, including fees of consultants) of any kind, nature and description (collectively, the "Claims"), directly or indirectly arising out of or connected with, the performance by CONTRACTOR, the CONTRACTOR Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform CONTRACTOR's obligations under this Agreement, including, but not limited to CONTRACTOR's or the CONTRACTOR Parties' performance of the Services, CONTRACTOR's or the CONTRACTOR Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to persons or damage to property or delay or damage to the SUPERINTENDENT or the SUPERINTENDENT Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. CONTRACTOR's defense and indemnity obligations under this section shall arise immediately upon the filing and/or service of any claim or action against SUPERINTENDENT arising under this Agreement, and shall extend to all such claims or actions except those based on the sole negligence or willful misconduct of SUPERINTENDENT. The indemnification provided for in this section also includes any claims that may be made against the SUPERINTENDENT by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement, and any claims made against SUPERINTENDENT alleging civil rights violations by CONTRACTOR under the California Fair Employment and Housing Act or similar administrative body. This indemnification obligation shall continue beyond the Term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

9. **Construction.** This Agreement reflects the contributions of both parties and accordingly, the provisions of California Civil Code § 1654 will not apply to address and interpret any uncertainty.

10. **Insurance.** Prior to approval of this Agreement by SUPERINTENDENT, CONTRACTOR shall file with the SUPERINTENDENT evidence of the required insurance as set forth in Exhibit C, entitled "Insurance Requirements," which exhibit is made part of this Agreement by reference.

11. **Independent Contractor Status.** CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and the CONTRACTOR Parties shall not be considered officers, employees, agents, partners, or joint venturers of SUPERINTENDENT, and are not entitled to benefits of any kind or nature provided to employees of SUPERINTENDENT, and/or to which SUPERINTENDENT's employees are entitled. CONTRACTOR

agrees to advise everyone it designates or hires to perform any duty under this Agreement, that they are not employees of SUPERINTENDENT.

12. **Taxes.** All payments made by SUPERINTENDENT to CONTRACTOR pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. SUPERINTENDENT will not withhold any money from fees payable to CONTRACTOR, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. 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 and the CONTRACTOR Parties and otherwise in connection with this Agreement.

13. **Fingerprinting/Criminal Background Investigation Certification.** CONTRACTOR and the CONTRACTOR Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to SUPERINTENDENT the following:

A. CONTRACTOR and the CONTRACTOR Parties shall **have no contact** (as determined by SUPERINTENDENT) with SUPERINTENDENT students at all times during the Term of this Agreement.

B. CONTRACTOR and the CONTRACTOR Parties shall **only have limited contact** (as determined by SUPERINTENDENT) with SUPERINTENDENT students at all times during the Term of this Agreement. [Attach and sign additional pages, as needed.]

C. The following CONTRACTOR and CONTRACTOR Parties have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement. [Attach and sign additional pages, as needed.]

D. (Required only if Box 13.C is checked.) All of the CONTRACTOR and CONTRACTOR Parties noted above, at no cost to SUPERINTENDENT, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these CONTRACTOR and CONTRACTOR Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

CONTRACTOR further agrees and acknowledges that if at any time during the Term of this Agreement, CONTRACTOR learns or becomes aware of additional information which differs in any way from the representations set forth above, or CONTRACTOR or CONTRACTOR Parties add personnel, CONTRACTOR shall immediately notify SUPERINTENDENT and prohibit any new personnel from having any contact with SUPERINTENDENT students until the fingerprinting and background check requirements have been satisfied, and SUPERINTENDENT determines whether any contact is permissible.

14. **Tuberculosis Certification.** CONTRACTOR and the CONTRACTOR Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to SUPERINTENDENT the following:

- A. CONTRACTOR and CONTRACTOR Parties shall **have no contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.
- B. CONTRACTOR and CONTRACTOR Parties shall **only have limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.
- C. The following CONTRACTOR and CONTRACTOR Parties shall have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement and, at no cost to SUPERINTENDENT, have received a TB test in full compliance with the requirements of Education Code section 49406. [Attach and sign additional pages, as needed.]

CONTRACTOR shall maintain on file the certificates showing that the CONTRACTOR and CONTRACTOR Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by CONTRACTOR, and shall be available to SUPERINTENDENT upon request or audit.

CONTRACTOR further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by CONTRACTOR and CONTRACTOR Parties, are subject to the TB certification requirements and shall be prohibited from having any contact with SUPERINTENDENT students until the TB certification requirements have been satisfied and SUPERINTENDENT determines whether any contact is permissible.

15. **Confidential Information.** CONTRACTOR shall maintain the confidentiality of, and protection from unauthorized disclosure, any and all individual student information received from the SUPERINTENDENT, including but not limited to student names and other identifying information. CONTRACTOR shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, CONTRACTOR shall turn over to SUPERINTENDENT all educational records related to the services provided to any SUPERINTENDENT student pursuant to this Agreement.

16. **Assignment/Successors and Assigns.** SUPERINTENDENT is relying on the skill, training, and experience of CONTRACTOR and its employees, and as such CONTRACTOR shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of SUPERINTENDENT. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of CONTRACTOR.

17. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or the parties agree that any such provision is in conflict with any applicable code or regulation governing the subject, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written agreement signed by both parties.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the SUPERINTENDENT.

20. **Written Notice.** Except as otherwise required by law, including, but not limited to, the claim presentation provisions contained in California Government Code § 900, et seq., written notice under this Agreement shall be deemed to have been duly served if delivered in person to CONTRACTOR at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

21. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to, fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. CONTRACTOR agrees that it shall comply with all legal requirements for the performance of duties under this Agreement, and that failure to do so shall constitute material breach.

22. **Non-Discrimination.** CONTRACTOR shall not discriminate in employment, or in the provision of services under this Agreement, on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation, and as prescribed in California Government Code § 12900, et seq., and California Labor Code § 1735, including, but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status.

23. **Liability of SUPERINTENDENT.** Notwithstanding anything stated herein to the contrary, SUPERINTENDENT shall not be liable for any special, consequential, indirect, or incidental damages, including, but not limited to, any lost, past, and/or anticipated profits or other economic loss that may be claimed by CONTRACTOR in connection with this Agreement.

24. **Time.** Time is of the essence to this Agreement.

25. **Waiver.** No delay or omission by SUPERINTENDENT in exercising any right under this Agreement shall operate as a waiver of that or any other right, and no single or partial exercise of any right shall preclude the SUPERINTENDENT from any or further exercise of any right or remedy. Furthermore, the failure of SUPERINTENDENT to insist on strict compliance with any provision of this Agreement will not

be considered a waiver of any right to do so.

26. **Records and Audit.** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, CONTRACTOR shall make such records available to SUPERINTENDENT for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

27. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein, and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

28. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

29. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

30. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

31. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

SUPERINTENDENT:

Tulare County Superintendent of Schools

DocuSigned by:
By: John Rodriguez
Name: John Rodriguez
Title: Director of Human Resources

Address for SUPERINTENDENT Notices:

6200 S. Mooney Blvd., P.O. Box 5091
Visalia, Ca 93278-5091
Phone No.: (559) 733-6306
Fax No.: (559) 627-4670

CONTRACTOR:

Improvement Collective

DocuSigned by:
By: Sandra Park
Name: Sandra Park
Title: Co-Founder, Improvement Specialist

Address for CONTRACTOR Notices:

544 59th St
Oakland, Ca 94609
Phone No.: (510) 847-2804
Fax No.:

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

Support the CVNIC-College Ready ACTIVITIES

- 12 Consultation Sessions, which can be used for Designing and Planning, Network Improvement Strategy Sessions (Up to 4-hour sessions)
- 10 Meetings with External Partners (up to 3-hour sessions)
- 4 Network Convenings (4-hour sessions)
- Data analysis: Follow-up investigations with TCOE Learning Groups to understand variation

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide facilities and coordinate participant attendance.

3. FEE SCHEDULE:

The Contract Total for Services to be provided shall not exceed \$46,117 including contractor travel or other expenses.

Payments:

October 1, 2021: \$11,000

December 15, 2021: \$11,000

April 1, 2022: \$13,117

June 15, 2022: \$11,000

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Tulare County Office of Education

Attachment II

Committed to Students, Support & Service

CONTRACTOR'S CERTIFICATE (LIMITED OR NO STUDENT CONTACT) REGARDING FINGERPRINTING REQUIREMENTS

Michelle Montoya School Safety Act (Education Code Section 45125.1)

Tim A. Hire
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

**Administration
Building & Conference
Center**
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

State of California)
County of Tulare) ss

Proper Name of Contractor: Improvement Collective

Supervisor/Foreman Name: _____

Start Date: 07/01/21

Completion Date: 06/30/22

Location of Work: San Francisco, CA

Hours of Work: N/A

Number of Employees on the Job: 1

Location of All Employees: N/A

School Employees Present at Work Location: N/A

Pupils Present at Work Location: N/A

I acknowledge that pursuant to Education Code § 45125.1 the services provided by me are either of a limited nature of student contact or involve no contact with pupils. As such my employees do not need to have background checks per Education Code 45125.1.

SITUATIONS:

- Contractor (including employees) will have no contact with pupils.
- Contractor (including employees) will have limited contact with students.
One or more of the following conditions must be met to meet the definition of limited contact:
 - Delivery of goods or service is made directly to non-classroom location on campus.
 - Delivery of goods or service is made before or after school hours.
 - Delivery of goods or service is made when school is not in session, i.e. weekend, holiday, vacation break.
 - Delivery of goods or services is made only one to three times in a year and is not made on a yearly service contract.

If situation number 2 applies, list in detail the steps that are to be taken to protect the safety of pupils who may come in contact with the contractor's employees.

Safety Steps (explain in detail): Contractor will have no contact with pupils

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Improvement Collective

Proper Name of the Contractor

Tax Identification Number

By: DocuSigned by:

Sandra Park

F0AC0A3C7A3648D

Signature of CONTRACTOR

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

01/2019

CONTRACTOR'S TUBERCULOSIS REQUIREMENTS CERTIFICATE

(Education Code, § 49406)

Any party contracting with Tulare County Superintendent of Schools must comply with the tuberculosis certification requirements of Education Code section 49406.

Please check off the applicable statement(s) below:

- 1. Contractor (including employees) will have only limited or no contact with students at all times during the term of the services provided, and in accordance with an executed agreement.
- 2. Contractor (including employees) will have more than limited contact with students.
 - Attached is proof of completion of the required tuberculosis risk assessment, and examination (if deemed necessary by a physician/surgeon as required by law), for each individual listed below as required under, and in full compliance with, Education Code section 49406.

List of individual(s)/employee(s) who will have more than limited contact with students:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

(List additional names on an attached sheet of paper, if needed.)

I hereby certify that myself and the contractor employees will satisfy all tuberculosis testing requirements before having any contact with students.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Improvement Collective
Print Name of Independent Contractor

9/17/2021
Date

DocuSigned by:
Sandra Park
Signature of Independent Contractor

PO#: 221833
PO Req#: 225385
Vendor #: 80370

**TULARE COUNTY SUPERINTENDENT OF SCHOOLS
INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT**

This INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT ("Agreement") is made and entered into, effective 3/3/2022 (the "Effective Date"), by and between the Tulare County Superintendent of Schools ("SUPERINTENDENT") and National Equity Project ("CONTRACTOR"), with reference to the following:

- A. SUPERINTENDENT requires consulting services to develop/provide:
Design and facilitate a virtual workshop focused on Introduction to Liberatory Design for TCOE Equity Conference in March 2022
- B. CONTRACTOR is specially trained, experienced and competent in the field of:
Supporting leaders to transform their systems into equitable, resilient, and liberating environments
- C. Government Code section 53060 and Education Code section 35160 authorizes SUPERINTENDENT to contract with persons who are specially trained and experienced and competent to perform special services.
- D. SUPERINTENDENT wishes to hire CONTRACTOR as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.
- E. Grant Funded
 - Yes, Grant Name: Bill and Melinda Gates Foundation NSI Network Grant
Grant Type: Supports participating schools to apply improvement science to increase the number of African American, Latinx, and socially-economically disadvantaged students who are accepted into a post-secondary institution.
 - No
- F. Pursuant to Education Code section:
 - 45103.1(b)(1), the contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
 - 45103.1(b)(2), the services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
 - 45103.1(b)(3), the services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
 - 45103.1(b)(4), the policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

- 45103.1(b)(5), the nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work.
- 45103.1(b)(6), the contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- 45103.1(b)(7), the services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

ACCORDINGLY, IT IS AGREED:

1. **Contractor Services.** CONTRACTOR shall provide services ("Services"), as set forth in Exhibit A, entitled "Scope of Services," which exhibit is made part of this Agreement by reference.
2. **Contractor Qualifications.** CONTRACTOR represents and warrants to SUPERINTENDENT that CONTRACTOR, and all of CONTRACTOR's employees, agents or volunteers (the "CONTRACTOR Parties"), have in effect and shall maintain in full force throughout the term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. CONTRACTOR, and any CONTRACTOR Parties, performing services shall be competent to perform those services.
3. **Term.** This Agreement shall begin on 3/3/2022, and shall terminate upon completion of the Services, but no later than 3/3/2022 ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the SUPERINTENDENT or designee shall be sufficient to stop further performance of the Services by CONTRACTOR, or the CONTRACTOR Parties. In the event of early termination, CONTRACTOR shall be paid for satisfactory Services performed to the date of termination. Upon payment by SUPERINTENDENT, SUPERINTENDENT shall be under no further obligation to CONTRACTOR, monetarily or otherwise, and SUPERINTENDENT may proceed with the work in any manner SUPERINTENDENT deems proper.
4. **Termination.** SUPERINTENDENT may terminate this Agreement at any time by giving thirty (30) days advance written notice to CONTRACTOR. Notwithstanding the foregoing, SUPERINTENDENT may immediately terminate this Agreement at any time by service of written notice to CONTRACTOR:
 - a. if CONTRACTOR materially breaches any of the terms of this Agreement,
 - b. if any act or omission of CONTRACTOR or the CONTRACTOR Parties exposes SUPERINTENDENT to potential liability or may cause an increase in SUPERINTENDENT's insurance premiums,
 - c. CONTRACTOR is adjudged as bankrupt,
 - d. CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed because of CONTRACTOR's insolvency.
5. **Cost of Services.** For services rendered, CONTRACTOR shall be paid according to the fee schedule set forth in Exhibit B, entitled "Fee Schedule," which exhibit is made part of this Agreement by reference. The total amount payable to CONTRACTOR shall not exceed the sum of \$ 5,500.00.

6. Method and Conditions of Payment

- a. CONTRACTOR shall provide an invoice for services to SUPERINTENDENT. SUPERINTENDENT, according to the fee schedule set forth in Exhibit B, shall provide and file IRS form 1099 to report CONTRACTOR'S calendar year earnings.
- b. The payment of compensation for work performed is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement.

7. Headings. Section headings are provided for organizational purposes only, and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

8. Indemnity. CONTRACTOR shall defend, indemnify, and hold harmless SUPERINTENDENT and its agents, representatives, officers, consultants, employees, and the Tulare County Board of Education (individually and collectively, the "SUPERINTENDENT Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs, including fees of consultants) of any kind, nature and description (collectively, the "Claims"), directly or indirectly arising out of or connected with, the performance by CONTRACTOR, the CONTRACTOR Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform CONTRACTOR's obligations under this Agreement, including, but not limited to CONTRACTOR's or the CONTRACTOR Parties' performance of the Services, CONTRACTOR's or the CONTRACTOR Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to persons or damage to property or delay or damage to the SUPERINTENDENT or the SUPERINTENDENT Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. CONTRACTOR's defense and indemnity obligations under this section shall arise immediately upon the filing and/or service of any claim or action against SUPERINTENDENT arising under this Agreement, and shall extend to all such claims or actions except those based on the sole negligence or willful misconduct of SUPERINTENDENT. The indemnification provided for in this section also includes any claims that may be made against the SUPERINTENDENT by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement, and any claims made against SUPERINTENDENT alleging civil rights violations by CONTRACTOR under the California Fair Employment and Housing Act or similar administrative body. This indemnification obligation shall continue beyond the Term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

9. Construction. This Agreement reflects the contributions of both parties and accordingly, the provisions of California Civil Code § 1654 will not apply to address and interpret any uncertainty.

10. Insurance. Prior to approval of this Agreement by SUPERINTENDENT, CONTRACTOR shall file with the SUPERINTENDENT evidence of the required insurance as set forth in Exhibit C, entitled "Insurance Requirements," which exhibit is made part of this Agreement by reference.

11. Independent Contractor Status. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and the CONTRACTOR Parties shall not be considered officers, employees, agents, partners, or joint venturers of SUPERINTENDENT, and are not entitled to benefits of any kind or nature provided to employees of SUPERINTENDENT, and/or to which SUPERINTENDENT's employees are entitled. CONTRACTOR

agrees to advise everyone it designates or hires to perform any duty under this Agreement, that they are not employees of SUPERINTENDENT.

12. **Taxes.** All payments made by SUPERINTENDENT to CONTRACTOR pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. SUPERINTENDENT will not withhold any money from fees payable to CONTRACTOR, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. 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 and the CONTRACTOR Parties and otherwise in connection with this Agreement.

13. **Fingerprinting/Criminal Background Investigation Certification.** CONTRACTOR and the CONTRACTOR Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to SUPERINTENDENT the following:

A. CONTRACTOR and the CONTRACTOR Parties shall **have no contact** (as determined by SUPERINTENDENT) with SUPERINTENDENT students at all times during the Term of this Agreement.

B. CONTRACTOR and the CONTRACTOR Parties shall **only have limited contact** (as determined by SUPERINTENDENT) with SUPERINTENDENT students at all times during the Term of this Agreement. [Attach and sign additional pages, as needed.]

C. The following CONTRACTOR and CONTRACTOR Parties have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement. [Attach and sign additional pages, as needed.]

D. (Required only if Box 13.C is checked.) All of the CONTRACTOR and CONTRACTOR Parties noted above, at no cost to SUPERINTENDENT, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these CONTRACTOR and CONTRACTOR Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

CONTRACTOR further agrees and acknowledges that if at any time during the Term of this Agreement, CONTRACTOR learns or becomes aware of additional information which differs in any way from the representations set forth above, or CONTRACTOR or CONTRACTOR Parties add personnel, CONTRACTOR shall immediately notify SUPERINTENDENT and prohibit any new personnel from having any contact with SUPERINTENDENT students until the fingerprinting and background check requirements have been satisfied, and SUPERINTENDENT determines whether any contact is permissible.

14. **Tuberculosis Certification.** CONTRACTOR and the CONTRACTOR Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to SUPERINTENDENT the following:

A. CONTRACTOR and CONTRACTOR Parties shall **have no contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.

B. CONTRACTOR and CONTRACTOR Parties shall **only have limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.

C. The following CONTRACTOR and CONTRACTOR Parties shall have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement and, at no cost to SUPERINTENDENT, have received a TB test in full compliance with the requirements of Education Code section 49406. [Attach and sign additional pages, as needed.]

CONTRACTOR shall maintain on file the certificates showing that the CONTRACTOR and CONTRACTOR Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by CONTRACTOR, and shall be available to SUPERINTENDENT upon request or audit.

CONTRACTOR further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by CONTRACTOR and CONTRACTOR Parties, are subject to the TB certification requirements and shall be prohibited from having any contact with SUPERINTENDENT students until the TB certification requirements have been satisfied and SUPERINTENDENT determines whether any contact is permissible.

15. **Confidential Information.** CONTRACTOR shall maintain the confidentiality of, and protection from unauthorized disclosure, any and all individual student information received from the SUPERINTENDENT, including but not limited to student names and other identifying information. CONTRACTOR shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, CONTRACTOR shall turn over to SUPERINTENDENT all educational records related to the services provided to any SUPERINTENDENT student pursuant to this Agreement.

16. **Assignment/Successors and Assigns.** SUPERINTENDENT is relying on the skill, training, and experience of CONTRACTOR and its employees, and as such CONTRACTOR shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of SUPERINTENDENT. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of CONTRACTOR.

17. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or the parties agree that any such provision is in conflict with any applicable code or regulation governing the subject, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written agreement signed by both parties.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the SUPERINTENDENT.

20. **Written Notice.** Except as otherwise required by law, including, but not limited to, the claim presentation provisions contained in California Government Code § 900, et seq., written notice under this Agreement shall be deemed to have been duly served if delivered in person to CONTRACTOR at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

21. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to, fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. CONTRACTOR agrees that it shall comply with all legal requirements for the performance of duties under this Agreement, and that failure to do so shall constitute material breach.

22. **Non-Discrimination.** CONTRACTOR shall not discriminate in employment, or in the provision of services under this Agreement, on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation, and as prescribed in California Government Code § 12900, et seq., and California Labor Code § 1735, including, but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status.

23. **Liability of SUPERINTENDENT.** Notwithstanding anything stated herein to the contrary, SUPERINTENDENT shall not be liable for any special, consequential, indirect, or incidental damages, including, but not limited to, any lost, past, and/or anticipated profits or other economic loss that may be claimed by CONTRACTOR in connection with this Agreement.

24. **Time.** Time is of the essence to this Agreement.

25. **Waiver.** No delay or omission by SUPERINTENDENT in exercising any right under this Agreement shall operate as a waiver of that or any other right, and no single or partial exercise of any right shall preclude the SUPERINTENDENT from any or further exercise of any right or remedy. Furthermore, the failure of SUPERINTENDENT to insist on strict compliance with any provision of this Agreement will not

be considered a waiver of any right to do so.

26. **Records and Audit.** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, CONTRACTOR shall make such records available to SUPERINTENDENT for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

27. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein, and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

28. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

29. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

30. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

31. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

SUPERINTENDENT:

Tulare County Superintendent of Schools

DocuSigned by:
By: John Rodriguez 3/2/2022
Name: John Rodriguez 874B0...
Title: Director of Human Resources

Address for SUPERINTENDENT Notices:

6200 S. Mooney Blvd., P.O. Box 5091
Visalia, Ca 93278-5091
Phone No.: (559) 733-6306
Fax No.: (559) 627-4670

CONTRACTOR:

National Equity Project

DocuSigned by:
By: Emmille Brack 3/2/2022
Name: Emmille Brack 150BBD60B2747...
Title: Managing Director

Address for CONTRACTOR Notices:

1720 Broadway, Ste 400
Oakland, CA 94612
Phone No.: 510-208-0160
Fax No.:

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:
(Please provide a detailed description of services and deliverables to be provided by contractor.)
 - *National Equity Project (2 staff members) will design and facilitate a virtual workshop focused on Introduction to Liberatory Design for the TCOE Equity Conference in March 2022.*

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:
(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will coordinate meeting logistics.

3. FEE SCHEDULE:
The Contract Total for Services to be provided shall not exceed \$5,500 including contractor travel or other expenses.

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Tulare County Office of Education

Attachment II

Committed to Students, Support & Service

Tim A. Hire
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

**Administration
Building & Conference
Center**
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

CONTRACTOR'S CERTIFICATE
(LIMITED OR NO STUDENT CONTACT)
REGARDING FINGERPRINTING REQUIREMENTS
Michelle Montoya School Safety Act (Education Code Section 45125.1)

State of California)
County of Tulare) ss

National Equity Project

Proper Name of Contractor: _____

Supervisor/Foreman Name: Colm Davis

Start Date: 3/3/2022

Completion Date: 3/3/2022

Location of Work: Virtual / Remote

Hours of Work: _____

Number of Employees on the Job: _____

Location of All Employees: _____

School Employees Present at Work Location: _____

Pupils Present at Work Location: _____

I acknowledge that pursuant to Education Code § 45125.1 the services provided by me are either of a limited nature of student contact or involve no contact with pupils. As such my employees do not need to have background checks per Education Code 45125.1.

SITUATIONS:

- Contractor (including employees) will have no contact with pupils.
- Contractor (including employees) will have limited contact with students.
One or more of the following conditions must be met to meet the definition of limited contact:
 - Delivery of goods or service is made directly to non-classroom location on campus.
 - Delivery of goods or service is made before or after school hours.
 - Delivery of goods or service is made when school is not in session, i.e. weekend, holiday, vacation break.
 - Delivery of goods or services is made only one to three times in a year and is not made on a yearly service contract.

If situation number 2 applies, list in detail the steps that are to be taken to protect the safety of pupils who may come in contact with the contractor's employees.

Safety Steps (explain in detail): _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

National Equity Project

Proper Name of the Contractor



Tax Identification Number

By:

DocuSigned by:

Emmile Brack

3/2/2022

Signature of CONTRACTOR

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CONTRACTOR'S TUBERCULOSIS REQUIREMENTS CERTIFICATE

(Education Code, § 49406)

Any party contracting with Tulare County Superintendent of Schools must comply with the tuberculosis certification requirements of Education Code section 49406.

Please check off the applicable statement(s) below:

- 1. Contractor (including employees) will have only limited or no contact with students at all times during the term of the services provided, and in accordance with an executed agreement.
- 2. Contractor (including employees) will have more than limited contact with students.
 - Attached is proof of completion of the required tuberculosis risk assessment, and examination (if deemed necessary by a physician/surgeon as required by law), for each individual listed below as required under, and in full compliance with, Education Code section 49406.

List of individual(s)/employee(s) who will have more than limited contact with students:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

(List additional names on an attached sheet of paper, if needed.)

I hereby certify that myself and the contractor employees will satisfy all tuberculosis testing requirements before having any contact with students.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Emmile Brack

Print Name of Independent Contractor

3/2/2022

Date

DocuSigned by:
Emmile Brack

Signature of Independent Contractor