

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
 Dept - Curriculum & Assessment
INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES
 (Non-Direct Service)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into on 07/01/2024 ("Agreement"), by and between **West Contra Costa Unified School District** ("District") and Curriculum Associates, LLC ("Consultant"). Consultant and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if those persons are specially trained and experienced, and competent to perform the special services required. The Consultant shall furnish to the District the following services ("Services" or "Work"). The District may issue a Purchase Order(s) to the Consultant specifically indicating the scope of Services or Work to be performed by the Consultant as needed. The Consultant warrants that it is specially trained, licensed and experienced, and competent to perform the Services. ☐ As indicated in Exhibit "A" and/or ☒ as follows:

Curriculum Associates will provide professional development to teachers and staff to facilitate implementation of the iReady Assessment program. Curriculum Associates will also provide a dedicated full time consultant for 24-25 per attached Quote ID# 356862.1

2. **Agreement Time.** The Services shall commence on 07/01/2024, and shall be completed by 06/30/2025 ("Agreement Time").

3. **Price & Payment.** The Consultant shall furnish the Services to the District for the following compensation ("Agreement Price"):

☒ Consultant is providing services for a total flat fee of: \$ 219,000.00; or

☐ Consultant will provide a maximum number of hours of service at a rate of \$ _____ per hour for a total not to exceed \$ _____; or

☐ Other: _____.

Payment for the Services shall be made in accordance with the Terms and Conditions incorporated herein and any Purchase Order(s) issued by District for the Services. District must approve Consultant's form of invoice, which must be sufficiently detailed (e.g., name of school or department provided with Services, Purchase Order number, period of Services, number of hours of Services, brief description of services provided). Payments made in excess of one thousand five hundred dollars (\$1,500) to California non-residents, including corporations, limited liability companies, and partnerships, that do not have a permanent place of business in this state, are subject to seven percent (7%) state income tax withholding (Cal. Rev. & Tax Code § 1862). Tax exempt organizations, under either California or federal law, are exempt from the withholding.

4. Account Number	Funding Source	Central / Site	Amount
01-6266-5860-640-1110-1000-300120-0-0000	Educator Effectiveness	Central	25,000
01-6266-5100-640-1110-1000-300120-0-0000	Educator Effectiveness	Central	194,000

5. ☒ This contract is budgeted and fully funded for this/these line item(s). Total 219,000.00

Note: If no charge, enter "Xs" in Account number field, NO CHARGE in Funding Source, & 0.00 in the Amount Field

6. **Number of Students / Staff Impacted.** Provide information on who will benefit from these services.

Number of Students and Staff Impacted per site					
Site All iReady sites	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Cost per: Hour _____ Day _____ Week _____ Session _____ <i>Designate the cost using at least one of the above criteria</i>					
Are there any limitations on whom this program can serve? <i>Please elaborate</i> Curriculum Associates will provide services to all school sites implementing the iReady program					
Describe how many individuals your program can serve in each tier: Tier 1: Program available to the entire classroom(s) or student bodies and generally available to all students who apply: Site / Students Professional development for teachers and staff Tier 2: Program offered to a small group of students identified as in need of additional services: Site / Students Tier 3: Program offered 1:1 to students identified as in need of additional services: Site / Students					

7. **Annual Measurable Outcomes (AMO).** Describe which local indicators your lead agency is committed to improving and to what extent your program will impact change. What data will you collect and how frequently will you monitor this data to ensure success?

Our goal is to have at least 95% of students take the iReady assessment each testing window and 100% of our school leaders and teachers engage in data summits 3x a year in order to improve student performance in Reading and Math

8. **Continuing Service:** If this is a continuing service, please summarize what goals were met from the previous years' service and share any data that supports the identified goals being met.

Curriculum Associates provided their iReady platform and professional development last year as well as a full time consultant who work directly with school sites to personalize instruction and create best practices to be share district wide

9. **Justification:** Specialized Expertise

10. **LCAP / SPSA Justification:**

Select a goal: Goal 1: Authentic Engagement

11. **Notice.** Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service (effective the next business day following the deposit thereof with the overnight delivery service), addressed as follows:

CONSULTANT	DISTRICT
Curriculum Associates, LLC	West Contra Costa Unified School District
153 Rangeway Road	Curriculum, Instruction, and Assessment
North Billerica, MA 01862	1108 Bissell Avenue, Richmond, CA 94804
Attn: Customer Contracts	Attn: Gabriel Chilcott
Phone: 800-225-0248	Phone: 510-307-4533
E-mail: CustomerContracts@cainc.com	E-mail: gchilcott@wccusd.net

12. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted the following documents as indicated below (check all that are required):

<input checked="" type="checkbox"/> Signed Agreement	<input type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> W-9 Form	<input type="checkbox"/> Employment Determination Guide	<input checked="" type="checkbox"/> 590 Form
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13. **Fingerprinting / Criminal Background / Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of Consultant that will be on any school site and the employees of any sub-consultants and/or subcontractors that will be on any school site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>). In addition, one of the following two boxes **must** be checked:

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s services under this Agreement and Consultant certifies its compliance with these provisions as follows:
“Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those employees are paid or unpaid, concurrently employed by the District or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”

☒ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Consultant’s employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the Services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

District Representative’s Name & Initials: Gabriel Chilcott

INITIAL HERE: GC

14. **Tuberculosis (TB) Screening.** Check one of the following boxes:

☐ The District has a statement of TB Clearance on file for each person.

☒ **Waiver of TB Screening.** The consultant is not required to provide evidence of TB Clearance because the Consultant will not work directly with students on more than an occasional basis.

INITIAL HERE: SH (Consultant initials)

INITIAL HERE: GC (District Representative initials)

15. Insurance: Consultant shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Consultant shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker’s compensation insurance, the District shall be named as an additional insured on all policies. Consultant’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Consultant shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Consultant, subcontractor, or agent has been obtained.

<i>Insurance NOT required of Consultant if the corresponding box initialed by District representative</i>		↓
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate	GC
Workers Compensation	Statutory limits pursuant to State law	GC

16. Terms & Conditions. The Consultant has read and agrees to comply with the Terms & Conditions attached hereto.

INITIAL HERE: SH (Consultant initials)

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

CONSULTANT

Curriculum Associates, LLC

Dated: 06/28/2024

By: Steven Hayes

Print Name: Steven Hayes

Title: SVP Implementation and Support

Email: CustomerContracts@cainc.com

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Date: _____

Employer Identification and/or Social Security Number:

26-3954988

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Type of Business Entity: LLC - C Corporation

State: MA

DISTRICT

West Contra Costa Unified School District

Dated: _____

By: _____

Print Name: David Johnston

Title: Executive Director Business Services

DISTRICT

Site/Department Administrator

By: Gabriel Chilcott

Print Name: Gabriel Chilcott

Title: Director, Curriculum, Instruction, and Assessment

Site/Department: Dept - Curriculum & Assessment

Email: gchilcott@wccusd.net

By: _____
Executive Director

By: _____
Cabinet Level Approval

By: _____
Community Schools Grant Approval

By: _____
State & Federal Programs

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

1. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work.

2. **Materials.** Consultant shall furnish, at Consultant's expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that Consultant and all Consultant's employees shall not be considered officers, employees, agents, partners, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant 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 Consultant's employees.

4. **Standard of Care.**

4.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of this Agreement.

4.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

4.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be

wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

6. **Copyright/Trademark/Patent.** The District acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials shared with or delivered to District in performance of this Agreement (the "Materials") solely created prior to or during the terms of this Agreement by the Consultant are proprietary to the Consultant. Consultant grants the District a non-exclusive, non-transferable, non-sub licensable, royalty-free license to use, reproduce, disclose, distribute, and transfer the Materials for educational and training purposes within the District. Any Materials created jointly will become jointly owned by the Consultant and the District. Each Party may reuse, resell, reproduce, disclose, distribute, and transfer the jointly created Materials at their sole discretion. The Materials produced, either in whole or in part, under this Agreement by Consultant shall not be copyrighted or patented by the District in the United States or in any country. Consultant agrees not to publicly share or distribute any confidential or personally identifiable information without prior written consent from the District.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) calendar days after the date of mailing, whichever is sooner.

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

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

7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage; or

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

7.4. Written notice by District shall contain the reasons for

termination and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.5. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

7.6. **Termination for Non-Appropriation of Funds.** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the District. If the District fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor will only be entitled to payment for deliverables and Services that have been satisfactorily completed as of the termination date.

8. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

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

10. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing,

and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

11. **Health & Safety.** Consultant must comply with the orders, mandates, policies, safety protocols and practices established by the District, the Health Officer of the County of Contra Costa County, the state of California, and OSHA and Cal-OSHA related to required health monitoring, cleaning and sanitization practices, physical distancing requirements, face coverings, use of personal protective equipment, site safety protocols, community infectious disease spread reduction plan and communication matters; and must comply with the District's Vendor Vaccination Policy, if any (collectively "**Health & Safety Policies**") in effect as of the Effective Date and as may be revised during the Term. Consultant, its employees, agents, guests and invitees and subcontractors must always review and implement the Health & Safety Policies in their use of any District school site and in the performance of the Work.

12. **Release.** Consultant acknowledges that it is voluntarily and freely entering into this Agreement which may require the use District's school sites and/or interaction with District's agents, representatives, officers, consultants, employees, trustees, volunteers and students (the "indemnified parties") in performance of the Work. This interaction may include the possible exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID19, or any other similar virus or derivative strain (collectively "**Infectious Disease**"). Consultant further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Consultant hereby releases the indemnified parties from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Consultant, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants and any other person tracing exposure or illness to Consultant now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease in performance of the Work.

13. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

14. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

15. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee

of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

16. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

17. **Title IX.** The Consultant shall comply with federal and state laws prohibiting sexual discrimination and sexual harassment, as that term is defined by Education Code section 212.5 and Title 5 CCR§ 4916.

17.1. Consultant acknowledges the District is a California public entity subject to all state and federal laws governing education, and agrees to adhere to all such laws, including but not limited to Education Code sections 212.5 and 221.1, Government Code sections 11135 and 12940(h), Title 5 California Code of Regulations, section 4915, 20 U.S. Code section 1681, and Title 34, Code of Federal Regulations, Section 106, all of which prohibit discrimination on the basis of sex, including sexual harassment;

17.2. Consultant shall prohibit and reasonably prevent a person in the educational environment of the District from sexually harassing or discriminating against another person in the work or educational environment of the local agency, and from retaliating against another person for reporting such conduct. "Educational environment" includes, but is not limited to, the following: the campus or school grounds of the District; properties controlled or owned by the District; and off-campus, if such activity is sponsored by the District, or is conducted by organizations sponsored by the District; and

17.3. Consultant shall be subject to the District's board policies and administrative regulations that conform to federal and state laws prohibiting sexual discrimination and harassment, including Board Policy ("BP") 5145.3, BP 5145.7, BP 4030, BP 4119.11, BP 4219.11, and Administrative Regulation ("AR") 4031, AR 5145.3, and AR 5145.7. In the event a District employee, student, or other person alleges prohibited conduct under this Agreement against the Consultant, including its employees and agents, the Consultant will cooperate with the District effort to abide by the policies and procedures outlined above. The District reserves its right to reduce or terminate the Agreement, as specified herein.

18. **Mandated Reporting.** All staff or volunteers associated with the Consultant must comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

19. **Workers' Compensation.** Consultant shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Consultant shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

20. **District's Right to Audit.** District retains the right to review and audit, and the reasonable right of access to Consultant's and any subcontractor's premises to review and audit, the Consultant's compliance with the provisions of this Agreement ("District's Audit Right"). The District's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Consultant's premises, of any and all Work-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District's Audit Right shall also include the right to interview current or former employees and subcontractors of Consultant with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.

20.1. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

20.2. Consultant shall, without limitation, permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

20.3. Consultant shall include audit provisions in any and all of its subcontracts, and shall ensure that provision is binding upon all subcontractors.

20.4. Consultant shall comply with these provisions within fifteen (15) calendar days of the District's written request to review and audit any or all of Consultant's Work-related documents, records and information. The District's Audit Right and Consultant's compliance with the same, shall be at no additional cost to the District.

20.5. In the event the District's Audit Right, or an audit by the State Auditor, evidences payments to Consultant not in accordance with the provisions of this Agreement, Consultant shall immediately pay District the amount of said payments not in compliance in addition to all costs reasonably incurred by District in conducting an audit hereunder.

20.6. Consultant acknowledges and agrees that the District's Audit Right, pursuant to the foregoing provisions, shall apply to, and may be utilized by the District for the production of, any records or documents subject to disclosure under the California Public Records Act, Government Code § 6250 et seq. ("CPRA"), unless otherwise exempt, and which may include, but

are not limited to, records or documents in the District's constructive possession but under Consultant's control regardless if created, sent, received, stored, or maintained in a personal account or device of Consultant or its employees, as prescribed by applicable law. In the event the District exercises District's Audit Right in response to or as part of a request under the CPRA, Consultant agrees to provide District with an affidavit, if and as needed or requested by District, within five (5) calendar days of District's request therefor, that certifies Consultant's search for and production of responsive records subject to disclosure pursuant to the CPRA, if any.

21. **Subcontractors.** Consultant may contract for or employ at Consultant's expense, subcontractors to the extent deemed necessary for completion of its Services or Work, licensed as required by applicable law. The names of subcontractors and a detailed scope of Work to be performed by any subcontractors shall be submitted to the District for approval prior to commencement of Services by a subcontractor. The District reserves the right to reject Consultant's use of any particular subcontractor. District shall not approve any invoice or application for payment submitted that includes costs for Services performed by a subcontractor that has not been approved by District. In the event Consultant contracts with or employs a subcontractor for the Work or Services, Consultant shall pay all subcontractor invoices within thirty (30) calendar days of receipt or as otherwise agreed to by Consultant and the subcontractor, in compliance with applicable law; all Consultant payments to and records between its subcontractor(s) shall be subject to the audit provisions herein this Agreement. Nothing in the foregoing shall create any contractual relationship between the District and any subcontractor(s) employed by Consultant under the terms of this Agreement

22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance and announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

24. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.

25. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this

Agreement.

26. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

31. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, contractors, or subcontractors are to smoke or use drugs or alcohol on District sites.

32. **Conflict of Interest.** Consultant shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Consultant shall not hire any officer or employee of District to perform any service by this Agreement. Consultant affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Consultant's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Consultant acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Consultant receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Consultant agrees it shall notify District of this information.

33. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Consultant absent formal approval.

EXHIBIT "A"**Scope of Work or Services**

If not otherwise set forth in the Agreement, the scope of Work or Services shall be as indicated in this Exhibit "A"; the Parties acknowledge and agree that the scope of Work or Services shall not consist of, incorporate, or include any terms and conditions of Consultant's proposal for this Agreement. The scope of Services to be performed by the Consultant may be authorized or directed by the District on an individual basis pursuant to a Purchase Order issued to the Consultant pursuant to this Agreement.

Please describe the overall goals of your program and the agency's metrics of success. This description should include when the program will take place, and what days and hours the program will be provided. Number of staff that will be assigned to the program/site.
Professional Learning as more fully described in Quote ID 356862.1 incorporated herein by reference.

2022 Withholding Exemption Certificate**590****The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.****Withholding Agent Information**

Name

West Contra Costa Unified School District**Payee Information**

Name

Curriculum Associates, LLC

☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no.

26-3954988

Address (apt./ste., room, PO box, or PMB no.)

153 Rangeway Road

City (If you have a foreign address, see instructions.)

North Billerica

State

MA

ZIP code

01862

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☒ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Our privacy notice can be found in annual tax booklets or online. Go to **ftb.ca.gov/privacy** to learn about our privacy policy statement, or go to **ftb.ca.gov/forms** and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Myngtria Greathouse, Tax Senior ManagerTelephone 987-667-8000Payee's signature Myngtria GreathouseDate 06/28/2024

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) CRC Purchaser Corporation	
	2 Business name/disregarded entity name, if different from above. Curriculum Associates, LLC (EIN 26-3954988)	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 153 Rangeway Road	Requester's name and address (optional) West Contra Costa Unified School District 1400 Marina Way South Richmond, CA 94804
6 City, state, and ZIP code North Billerica, MA 01862		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
8	2		-	2	7	6	4	0	9
									4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Ryan Hobbs</i>	Date 06/28/2024
------------------	--	-----------------

Ryan Hobbs [06/28/2024 8:27am PDT]

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Curriculum Associates®

Prepared For:

Gabriel Chilcott
West Contra Costa USD
1108 Bissell Ave,
Richmond, CA 94801

2/12/2024

Dear Gabriel Chilcott,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2024-2025 Quote ID: 356862.1 Quote Valid through: 12/31/2024

Product	Net Price
Professional Learning	\$219,000.00
Shipping/Tax/Other:	\$0.00
Total:	\$219,000.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Peter Murphy
(323) 312-8887
pmurphy@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 356862.1

Date: 2/12/2024

Quote Valid through: 12/31/2024

Prepared For:

Gabriel Chilcott
West Contra Costa USD
1108 Bissell Ave,
Richmond, CA 94801
gchilcott@wccusd.net
(510) 231-1195

Your Representative:

Peter Murphy
(323) 312-8887
pmurphy@cainc.com

Professional Learning

Product Name	Item #	Qty	Net Price	Total
Professional Learning Session (up to 6 hours) AY 24-25	38557.0	20	\$2,200.00	\$44,000.00
Professional Learning Dedicated Services Full Time Consultant AY 24-25	38587.0	1	\$175,000.00	\$175,000.00
Professional Learning Subtotal:			\$219,000.00	
Total				
List Total:			\$219,000.00	
Savings:			\$0.00	
Merchandise Total:			\$219,000.00	
Voucher/Credit:			\$0.00	
Estimated Tax:			\$0.00	
Estimated Shipping:			\$0.00	
Total:			\$219,000.00	

Special Notes

All i-Ready purchases require professional learning.

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

Please submit this quote with your purchase order

N1

Curriculum Associates®

Information on Professional Learning Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PL sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PL sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PL Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates®

Placing an Order

Email: Orders@cainc.com

Fax: 1-800-366-1158

Mail:

ATTN: CUSTOMER SERVICE DEPT.

Curriculum Associates LLC

153 Rangeway Rd

North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	9% of order
\$100,000 and more	7% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- Interior Location Delivery \$50/shipment location
- White Glove Delivery Service \$350/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$100/shipment location
- Freight Storage \$150/day/shipment location
- Freight Carrier Redelivery \$100/shipment location

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing AR@cainc.com.

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional-learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at i-ready.com/support.

Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund within 90 days of license start date. After 90 days, your non-print products purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 233 West Central St Natick MA 01760	CONTACT NAME: Marisa Coppola O'Malley PHONE (A/C, No, Ext): 781-309-9482 FAX (A/C, No): 781-586-7763 E-MAIL ADDRESS: MCoppolaOMalley@easterninsurance.com
INSURED Curriculum Associates LLC 153 Rangeway Road North Billerica MA 01862	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Co INSURER B: Trumbull Insurance Company INSURER C: Hartford Casualty Ins Co INSURER D: Westchester Surplus Lines Insurance Co INSURER E: Rated By Multiple Companies INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 180159958**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestat <input checked="" type="checkbox"/> \$1M Occ/\$2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		08UUNBA6769	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			08UENBA7382	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08XHUBA6907	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WBAE7J6L	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability & Cyber Liability			F15306580005	1/1/2024	1/1/2025	Each Claim/Agg Prof/Cyber Deductible \$5M/\$5M \$250,000/\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Evidence of Insurance Purposes Only

CERTIFICATE HOLDER**CANCELLATION**

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond CA 94804

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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June 27, 2024

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, CA 94804

Re: Independent Contractor Agreement for Special Services

To Whom it May Concern,

Reference is made to that Independent Contractor Agreement for Special Services dated July 1, 2024 (the "Agreement") between the West Contra Costa Unified School District ("District") and Curriculum Associates, LLC ("Consultant").

Regarding Terms & Conditions, Section 6 and Section 7.5, Consultant wishes to clarify that pursuant to this Agreement any materials prepared for the sole benefit of the District shall become the property of the District. The District acknowledges and agrees that Consultant's proprietary i-Ready software solution, related digital products and services, and all intellectual property rights therein are owned solely and exclusively by Consultant and, except for the licenses granted explicitly herein, nothing in this Agreement shall grant the District any right, title, and interest in or to the i-Ready software solution or related services or training materials.

Regarding Terms & Conditions, Section 7.4, Consultant wishes to clarify that it is the sole source provider of its products and services. Should the District be unsatisfied with the products and/or services, the contract can be terminated upon written notice and a pro rata refund will be issued.

Regarding Terms & Conditions, Section 8, Indemnification, Consultant wishes to clarify that Consultant's indemnification obligations in this section will be limited to third party claims.

Regarding Terms & Conditions, Section 9, Assignment, Consultant requests the addition of the following language at the end of the section: "except in connection with the sale of all or substantially all of the outstanding assets or equity of Consultant".

Regarding Terms & Conditions, Section 10, Compliance with Laws and Section 11, Health & Safety, Consultant wishes to clarify that Consultant will comply with all laws applicable to this Agreement and all board rules, orders, mandates, policies, safety protocols and practices provided to the Consultant.

Regarding Terms & Conditions, Section 26, Integration/Entire Agreement of Parties, Consultant wishes to clarify that this is the entire Agreement with respect to the Services hereunder. Use of other products require different terms. In the event the District is an i-Ready user, the District shall agree to i-Ready Terms of Use.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steven Hayes", written over a horizontal line.

Steven Hayes
SVP Implementation & Support

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

CONTRACT REQUEST FORM

Date: 06/25/2024

New Contract or Amendment ^{New}

Purchase Order Number if Amending

Requesting School / Department: Dept - Curriculum & Assessment

Curriculum Associates

iReady PD

Consultant/Company Name

Program Name

Peter Murphy

pmurphy@cainc.com

Consultant Point Person

Consultant email

Type of Service: Non Direct Service

If this is a Direct Service provider that is not listed in the WCCUSD Partnership Booklet, Business Services will add them to the next RFP process, which will take some time.

No services are authorized to begin until after all necessary approvals, including board approval if applicable, and a Purchase Order has been issued.

Number of Students/Families/Staff Impacted: ^{Services provided to sites with iReady program}

Type of cost structure: Fee Based

Description of Proposed Services: Brief Description

Curriculum Associates will provide Professional Development to sites based on attached Quote ID 356862.1 Curriculum Associates will also provide a dedicated services by a full time consultant for the 24-25 school year.

ACCOUNT INDICATED MUST HAVE SUFFICIENT FUNDS

Account Number to be used	Funding Source	Central/Site	Amount
01-6266-5860-640-1110-1000-300120-0-0000	Educator Effectiveness	Central	\$25,000.00
01-6266-5100-640-1110-1000-300120-0-0000	Educator Effectiveness	Central	\$194,000.00

If this is a No Fee (In-Kind) Service

Account Number Field - Enter In Kind

Funding Source - Enter N/A

Amount Field - Enter 0.00

Total Cost of the Entire Contract

219,000.00

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

CONTRACT REQUEST FORM

1. **What is it you are proposing?** Define the scope of the work.

Curriculum Associates will provide their iReady Math and Reading Site licenses along with Professional Development based on the attached quotes.

2. **Is it research-based?** Yes

3. **What is the desired outcome/benefit?**

Research is clear that data-informed practice and decision making drives better student and district outcomes. iReady is the local assessment used formatively to track progress toward proficiency

4. **Why do we need this?**

a. Is this a critical need or a nice to have? Critical Need

b. How does this fit into the strategic plan of the district?

As a district WCCUSD leaders are committed to using data to improve our practices and outcomes

5. **When would this occur and for how long?**

a. Anticipated Start Date: 07/01/2024

b. Anticipated End Date: 06/30/2025

6. **Who is responsible for monitoring this contract?**

Gabriel Chilcott

7. **Where will the services be provided?**

Sites listed on Quote ID 344270.15

8. **Is this Grant or LCAP funded?** Grant

9. **What is your plan to sustain this service or professional learning?**

Ongoing meetings and site collaboration

10. **How will you know that it's working?**

There will be meetings throughout the year to discuss the efficiency of the program

11. **How will you measure success?**

We will gather data from site leaders and hold meetings throughout the year

By: Lynne Tsugawa
Initiator

By: _____
State & Federal Programs

By: Gabriel Chilcott
Principal / Director

By: _____
Community Schools Grant

By: _____
Executive Director

By: Sonja Neely-Johnson
Cabinet Level

Curriculum Associates®

Prepared For:

Gabriel Chilcott
West Contra Costa USD
1108 Bissell Ave,
Richmond, CA 94801

2/12/2024

Dear Gabriel Chilcott,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2024-2025 Quote ID: 356862.1 Quote Valid through: 12/31/2024

Product	Net Price
Professional Learning	\$219,000.00
Shipping/Tax/Other:	\$0.00
Total:	\$219,000.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Peter Murphy
(323) 312-8887
pmurphy@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 356862.1

Date: 2/12/2024

Quote Valid through: 12/31/2024

Prepared For:

Gabriel Chilcott
West Contra Costa USD
1108 Bissell Ave,
Richmond, CA 94801
gchilcott@wccusd.net
(510) 231-1195

Your Representative:

Peter Murphy
(323) 312-8887
pmurphy@cainc.com

Professional Learning

Product Name	Item #	Qty	Net Price	Total
Professional Learning Session (up to 6 hours) AY 24-25	38557.0	20	\$2,200.00	\$44,000.00
Professional Learning Dedicated Services Full Time Consultant AY 24-25	38587.0	1	\$175,000.00	\$175,000.00
Professional Learning Subtotal:			\$219,000.00	
Total				
			List Total:	\$219,000.00
			Savings:	\$0.00
			Merchandise Total:	\$219,000.00
			Voucher/Credit:	\$0.00
			Estimated Tax:	\$0.00
			Estimated Shipping:	\$0.00
			Total:	\$219,000.00

Special Notes

All i-Ready purchases require professional learning.

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

Please submit this quote with your purchase order

N1

Curriculum Associates®

Information on Professional Learning Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PL sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PL sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PL Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates®

Placing an Order

Email: Orders@cainc.com

Fax: 1-800-366-1158

Mail:

ATTN: CUSTOMER SERVICE DEPT.

Curriculum Associates LLC

153 Rangeway Rd

North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	9% of order
\$100,000 and more	7% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- Interior Location Delivery \$50/shipment location
- White Glove Delivery Service \$350/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$100/shipment location
- Freight Storage \$150/day/shipment location
- Freight Carrier Redelivery \$100/shipment location

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing AR@cainc.com.

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional-learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at i-ready.com/support.

Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund within 90 days of license start date. After 90 days, your non-print products purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

Curriculum Associates®

Prepared For:

Gabriel Chilcott
West Contra Costa USD
1108 Bissell Ave,
Richmond, CA 94801

2/13/2024

Dear Gabriel Chilcott,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2024-2025 Quote ID: 344270.15 Quote Valid through: 12/31/2024

Product	List Price	Net Price
i-Ready	\$559,488.25	\$386,215.00
i-Ready Partners Services	\$54,000.00	\$0.00
<i>i-Ready Partners Services Includes:</i> <ul style="list-style-type: none">• <u>Initial Implementation Services</u>: Provisioning, Initial Rostering, Hosting, Technology Assessment• <u>Implementation Management</u>: Partner Success Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management• <u>Staff Development Consultation and Resources</u>: Consultative services to help you plan and make the most of Professional Learning sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources• <u>Technical Support</u>: Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support		
List Total:		\$613,488.25
Savings:		\$227,273.25
Shipping/Tax/Other:		\$0.00
Total:		\$386,215.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Peter Murphy
(323) 312-8887
pmurphy@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 344270.15

Date: 2/13/2024

Quote Valid through: 12/31/2024

Prepared For:

Gabriel Chilcott
West Contra Costa USD
1108 Bissell Ave,
Richmond, CA 94801
gchilcott@wccusd.net
5102311195

Your Representative:

Peter Murphy
(323) 312-8887
pmurphy@cainc.com

Bayview ES 3001 16th St, San Pablo, CA 94806

Total Building Enrollment: 442, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	442	\$7.25	\$5.80	\$2,563.60
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	\$12,000.00	\$10,800.00	\$10,800.00
Subtotal:						\$13,363.60
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,363.60

Betty Reid Soskin MS 1121 Allview Ave, El Sobrante, CA 94803

Total Building Enrollment: 402, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	402	\$7.25	\$5.80	\$2,331.60
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	402	\$7.25	\$5.80	\$2,331.60
Subtotal:						\$4,663.20
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$4,663.20

Cesar Chavez ES 960 17th St, Richmond, CA 94801

Total Building Enrollment: 435, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	435	\$7.25	\$5.80	\$2,523.00
i-Ready ASR Study Assessment and Personalized Instruction Reading Per Student 1 Year	Multiple	37711.0	435	\$0.00	\$0.00	\$0.00
Subtotal:						\$2,523.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$2,523.00

Collins ES 1224 Pinole Valley Rd, Pinole, CA 94564

Total Building Enrollment: 317, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	317	\$7.25	\$5.80	\$1,838.60
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$8,420.00	\$7,578.00	\$7,578.00
Subtotal:						\$9,416.60
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,416.60

Coronado ES 2100 Maine Ave, Richmond, CA 94804

Total Building Enrollment: 329, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	329	\$7.25	\$5.80	\$1,908.20
i-Ready ASR Study Assessment and Personalized Instruction Reading Per Student 1 Year	Multiple	37711.0	329	\$0.00	\$0.00	\$0.00
Subtotal:						\$1,908.20
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$1,908.20

De Anza HS 5000 Valley View Rd, Richmond, CA 94803

Total Building Enrollment: 1237, Grade Range: 9 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	9-12	14928.0	1237	\$7.25	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	9-12	14936.0	1237	\$7.25	\$0.00	\$0.00
Subtotal:						\$0.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$0.00

Dover ES 1870 19th St, San Pablo, CA 94806

Total Building Enrollment: 530, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	530	\$7.25	\$5.80	\$3,074.00
i-Ready ASR Study Assessment and Personalized Instruction Reading Per Student 1 Year	Multiple	37711.0	530	\$0.00	\$0.00	\$0.00
Subtotal:						\$3,074.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$3,074.00

Downer ES 1231 18th St, San Pablo, CA 94806

Total Building Enrollment: 425, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	425	\$7.25	\$5.80	\$2,465.00
i-Ready ASR Study Assessment and Personalized Instruction Reading Per Student 1 Year	Multiple	37711.0	425	\$0.00	\$0.00	\$0.00
Subtotal:						\$2,465.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$2,465.00

El Cerrito HS 540 Ashbury Ave, El Cerrito, CA 94530

Total Building Enrollment: 1522, Grade Range: 9 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	9-12	14928.0	1522	\$7.25	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	9-12	14936.0	1522	\$7.25	\$0.00	\$0.00
Subtotal:						\$0.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$0.00

Ellerhorst ES 3501 Pinole Valley Rd, Pinole, CA 94564

Total Building Enrollment: 312, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	312	\$7.25	\$5.80	\$1,809.60
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$8,420.00	\$7,578.00	\$7,578.00
Subtotal:						\$9,387.60
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,387.60

Fairmont ES 724 Kearney St, El Cerrito, CA 94530

Total Building Enrollment: 503, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	503	\$7.25	\$5.80	\$2,917.40
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	\$14,120.00	\$12,708.00	\$12,708.00
Subtotal:						\$15,625.40
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,625.40

Ford ES 2711 Maricopa Ave, Richmond, CA 94804

Total Building Enrollment: 395, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	395	\$7.25	\$5.80	\$2,291.00
i-Ready ASR Study Assessment and Personalized Instruction Reading Per Student 1 Year	Multiple	37711.0	395	\$0.00	\$0.00	\$0.00
Subtotal:						\$2,291.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$2,291.00

Fred T Korematsu MS 1021 Navellier St, El Cerrito, CA 94530

Total Building Enrollment: 681, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	681	\$7.25	\$5.80	\$3,949.80
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	681	\$7.25	\$5.80	\$3,949.80
Subtotal:						\$7,899.60
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$7,899.60

Grant ES 2400 Downer Ave, Richmond, CA 94804

Total Building Enrollment: 562, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	562	\$7.25	\$5.80	\$3,259.60
i-Ready ASR Study Assessment and Personalized Instruction Reading Per Student 1 Year	Multiple	37711.0	562	\$0.00	\$0.00	\$0.00
Subtotal:						\$3,259.60
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$3,259.60

Hanna Ranch ES 2480 Refugio Valley Rd, Hercules, CA 94547

Total Building Enrollment: 392, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	392	\$7.25	\$5.80	\$2,273.60
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	\$12,000.00	\$10,800.00	\$10,800.00
Subtotal:						\$13,073.60
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,073.60

Harbour Way ES 2465 Dolan Way, San Pablo, CA 94806

Total Building Enrollment: 19, Grade Range: K - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	19	\$7.25	\$5.80	\$110.20
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	19	\$34.25	\$27.40	\$520.60
Subtotal:						\$630.80
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$630.80

Harding ES 7230 Fairmount Ave, El Cerrito, CA 94530

Total Building Enrollment: 475, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	475	\$7.25	\$5.80	\$2,755.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	\$12,000.00	\$10,800.00	\$10,800.00
Subtotal:						\$13,555.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,555.00

Hercules HS 1900 Refugio Valley Rd, Hercules, CA 94547

Total Building Enrollment: 734, Grade Range: 9 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	9-12	14928.0	734	\$7.25	\$0.00	\$0.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	9-12	14936.0	734	\$7.25	\$0.00	\$0.00
Subtotal:						\$0.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$0.00

Hercules Middle HS 1900 Refugio Valley Rd, Hercules, CA 94547

Total Building Enrollment: 590, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	590	\$7.25	\$5.80	\$3,422.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	590	\$7.25	\$5.80	\$3,422.00
Subtotal:						\$6,844.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$6,844.00

Highland ES 2829 Moyers Rd, Richmond, CA 94806

Total Building Enrollment: 389, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	389	\$7.25	\$5.80	\$2,256.20
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	\$12,000.00	\$10,800.00	\$10,800.00
Subtotal:						\$13,056.20
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,056.20

John F Kennedy HS 4300 Cutting Blvd, Richmond, CA 94804

Total Building Enrollment: 823, Grade Range: 9 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	9-12	14928.0	823	\$7.25	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	9-12	14936.0	823	\$7.25	\$0.00	\$0.00
Subtotal:						\$0.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$0.00

Kensington ES 90 Highland Blvd, Kensington, CA 94708

Total Building Enrollment: 421, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	421	\$7.25	\$5.80	\$2,441.80
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	\$12,000.00	\$10,800.00	\$10,800.00
Subtotal:						\$13,241.80
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,241.80

King ES 4022 Florida Ave, Richmond, CA 94804

Total Building Enrollment: 385, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	385	\$7.25	\$5.80	\$2,233.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	\$12,000.00	\$10,800.00	\$10,800.00
Subtotal:						\$13,033.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,033.00

Lake ES 2700 11th St, San Pablo, CA 94806

Total Building Enrollment: 362, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	362	\$7.25	\$5.80	\$2,099.60
i-Ready ASR Study Assessment and Personalized Instruction Reading Per Student 1 Year	Multiple	37711.0	362	\$0.00	\$0.00	\$0.00
Subtotal:						\$2,099.60
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$2,099.60

Lincoln ES 29 6th St, Richmond, CA 94801

Total Building Enrollment: 316, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	316	\$7.25	\$5.80	\$1,832.80
i-Ready ASR Study Assessment and Personalized Instruction Reading Per Student 1 Year	Multiple	37711.0	316	\$0.00	\$0.00	\$0.00
Subtotal:						\$1,832.80
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$1,832.80

Lovonya Dejean MS 3400 MacDonald Ave, Richmond, CA 94805

Total Building Enrollment: 404, Grade Range: 7 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	404	\$7.25	\$5.80	\$2,343.20
i-Ready ASR Study Assessment and Personalized Instruction Reading Per Student 1 Year	Multiple	37711.0	404	\$0.00	\$0.00	\$0.00
Subtotal:						\$2,343.20
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$2,343.20

Lupine Hills ES 1919 Lupine Rd, Hercules, CA 94547

Total Building Enrollment: 371, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	371	\$7.25	\$5.80	\$2,151.80
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	\$12,000.00	\$10,800.00	\$10,800.00
Subtotal:						\$12,951.80
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$12,951.80

Madera ES 8500 Madera Dr, El Cerrito, CA 94530

Total Building Enrollment: 465, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	465	\$7.25	\$5.80	\$2,697.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	\$12,000.00	\$10,800.00	\$10,800.00
Subtotal:						\$13,497.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,497.00

Michelle Obama ES 629 42nd St, Richmond, CA 94805

Total Building Enrollment: 431, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	431	\$7.25	\$5.80	\$2,499.80
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	\$12,000.00	\$10,800.00	\$10,800.00
Subtotal:						\$13,299.80
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,299.80

Middle College HS 2600 Mission Bell Dr, San Pablo, CA 94806

Total Building Enrollment: 281, Grade Range: 9 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	9-12	14928.0	281	\$7.25	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	9-12	14936.0	281	\$7.25	\$0.00	\$0.00
Subtotal:						\$0.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$0.00

Mira Vista ES 6397 Hazel Ave, Richmond, CA 94805

Total Building Enrollment: 512, Grade Range: K - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	512	\$7.25	\$5.80	\$2,969.60
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	\$14,120.00	\$12,708.00	\$12,708.00
Subtotal:						\$15,677.60
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$15,677.60

Montalvin Manor ES 300 Christine Dr, San Pablo, CA 94806

Total Building Enrollment: 475, Grade Range: K - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	475	\$7.25	\$5.80	\$2,755.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	\$12,000.00	\$10,800.00	\$10,800.00
Subtotal:						\$13,555.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,555.00

Murphy ES 4350 Valley View Rd, Richmond, CA 94803

Total Building Enrollment: 404, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	404	\$7.25	\$5.80	\$2,343.20
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	\$12,000.00	\$10,800.00	\$10,800.00
Subtotal:						\$13,143.20
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,143.20

Nystrom ES 230 Harbour Way S, Richmond, CA 94804

Total Building Enrollment: 444, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	444	\$7.25	\$5.80	\$2,575.20
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	\$12,000.00	\$10,800.00	\$10,800.00
Subtotal:						\$13,375.20
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,375.20

Ohlone ES 1616 Pheasant Dr, Hercules, CA 94547

Total Building Enrollment: 452, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	452	\$7.25	\$5.80	\$2,621.60
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	\$12,000.00	\$10,800.00	\$10,800.00
Subtotal:						\$13,421.60
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,421.60

Olinda ES 5855 Olinda Rd, Richmond, CA 94803

Total Building Enrollment: 333, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	333	\$7.25	\$5.80	\$1,931.40
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$8,420.00	\$7,578.00	\$7,578.00
Subtotal:						\$9,509.40
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,509.40

Peres ES 719 5th St, Richmond, CA 94801

Total Building Enrollment: 588, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	588	\$7.25	\$5.80	\$3,410.40
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	\$14,120.00	\$12,708.00	\$12,708.00
Subtotal:						\$16,118.40
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$16,118.40

Pinole MS 1575 Mann Dr, Pinole, CA 94564

Total Building Enrollment: 399, Grade Range: 7 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	399	\$7.25	\$5.80	\$2,314.20
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	399	\$7.25	\$5.80	\$2,314.20
Subtotal:						\$4,628.40
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$4,628.40

Pinole Valley HS 2900 Pinole Valley Rd, Pinole, CA 94564

Total Building Enrollment: 1280, Grade Range: 9 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	9-12	14928.0	1280	\$7.25	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	9-12	14936.0	1280	\$7.25	\$0.00	\$0.00
Subtotal:						\$0.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$0.00

Richmond HS 1250 23rd St, Richmond, CA 94804

Total Building Enrollment: 1431, Grade Range: 9 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	9-12	14928.0	1431	\$7.25	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	9-12	14936.0	1431	\$7.25	\$0.00	\$0.00
Subtotal:						\$0.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$0.00

Riverside ES 1300 Amador St, San Pablo, CA 94806

Total Building Enrollment: 310, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	310	\$7.25	\$5.80	\$1,798.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$8,420.00	\$7,578.00	\$7,578.00
Subtotal:						\$9,376.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,376.00

Shannon ES 685 Marlesta Rd, Pinole, CA 94564

Total Building Enrollment: 335, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	335	\$7.25	\$5.80	\$1,943.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$8,420.00	\$7,578.00	\$7,578.00
Subtotal:						\$9,521.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,521.00

Sheldon ES 2601 May Rd, Richmond, CA 94803

Total Building Enrollment: 314, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	314	\$7.25	\$5.80	\$1,821.20
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$8,420.00	\$7,578.00	\$7,578.00
Subtotal:						\$9,399.20
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,399.20

Stege ES 4949 Cypress Ave, Richmond, CA 94804

Total Building Enrollment: 253, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	253	\$7.25	\$5.80	\$1,467.40
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$8,420.00	\$7,578.00	\$7,578.00
Subtotal:						\$9,045.40
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,045.40

Stewart ES 2040 Hoke Dr, Pinole, CA 94564

Total Building Enrollment: 376, Grade Range: K - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	376	\$7.25	\$5.80	\$2,180.80
i-Ready ASR Study Assessment and Personalized Instruction Reading Per Student 1 Year	Multiple	37711.0	376	\$0.00	\$0.00	\$0.00
Subtotal:						\$2,180.80
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$2,180.80

Sylvester Greenwood Academy 831 Chanslor Ave, Richmond, CA 94801

Total Building Enrollment: 300, Grade Range: 11 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	9-12	14928.0	300	\$7.25	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	9-12	14936.0	300	\$7.25	\$0.00	\$0.00
Subtotal:						\$0.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$0.00

Tara Hills ES 2300 Dolan Way, San Pablo, CA 94806

Total Building Enrollment: 347, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	347	\$7.25	\$5.80	\$2,012.60
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$8,420.00	\$7,578.00	\$7,578.00
Subtotal:						\$9,590.60
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,590.60

Valley View ES 3416 Maywood Dr, Richmond, CA 94803

Total Building Enrollment: 210, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	210	\$7.25	\$5.80	\$1,218.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$8,420.00	\$7,578.00	\$7,578.00
Subtotal:						\$8,796.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,796.00

Verde ES 2000 Giaranita St, Richmond, CA 94801

Total Building Enrollment: 330, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	330	\$7.25	\$5.80	\$1,914.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	\$8,420.00	\$7,578.00	\$7,578.00
Subtotal:						\$9,492.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,492.00

Virtual Academy 6-12 7150 Portola Dr, El Cerrito, CA 94530

Total Building Enrollment: 129, Grade Range: 6 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	9-12	14928.0	171	\$7.25	\$0.00	\$0.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	129	\$7.25	\$5.80	\$748.20
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	9-12	14936.0	171	\$7.25	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	129	\$7.25	\$5.80	\$748.20
					Subtotal:	\$1,496.40
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$1,496.40

Virtual Academy K-5 7150 Portola Dr, El Cerrito, CA 94530

Total Building Enrollment: 300, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	300	\$7.25	\$5.80	\$1,740.00
i-Ready Assessment and Personalized Instruction Reading Virtual School Per Student License 1 Year	Multiple	26026.0	300	\$24.00	\$24.00	\$7,200.00
					Subtotal:	\$8,940.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$8,940.00

Vista HS 2625 Barnard St, Richmond, CA 94806

Total Building Enrollment: 72, Grade Range: K - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	9-12	14928.0	72	\$7.25	\$0.00	\$0.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	72	\$7.25	\$5.80	\$417.60
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	9-12	14936.0	72	\$7.25	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	72	\$34.25	\$27.40	\$1,972.80
					Subtotal:	\$2,390.40
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$2,390.40

Walter T Helms MS 2500 Road 20, San Pablo, CA 94806

Total Building Enrollment: 769, Grade Range: 7 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	769	\$7.25	\$5.80	\$4,460.20
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	769	\$7.25	\$5.80	\$4,460.20
					Subtotal:	\$8,920.40
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$8,920.40

Washington ES 565 Wine St, Richmond, CA 94801

Total Building Enrollment: 330, Grade Range: K - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	330	\$7.25	\$5.80	\$1,914.00
i-Ready ASR Study Assessment and Personalized Instruction Reading Per Student 1 Year	Multiple	37711.0	330	\$0.00	\$0.00	\$0.00
Subtotal:						\$1,914.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$1,914.00

West Co Mandarin School 6028 Ralston Ave, Richmond, CA 94805

Total Building Enrollment: 67, Grade Range: K - K

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	67	\$7.25	\$5.80	\$388.60
i-Ready ASR Study Assessment and Personalized Instruction Reading Per Student 1 Year	Multiple	37711.0	67	\$0.00	\$0.00	\$0.00
Subtotal:						\$388.60
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$388.60

Total

List Total:	\$613,488.25
Savings:	\$227,273.25
Merchandise Total:	\$386,215.00
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
Total:	\$386,215.00

Special Notes

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Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional-learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at i-ready.com/support.

Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund within 90 days of license start date. After 90 days, your non-print products purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

Board Date:

Requisition No.: TBD

Purchase Order No.: _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Dept - Business Services
INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES
(Non-Direct Service)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into on 07/01/2024 ("Agreement"), by and between **West Contra Costa Unified School District** ("District") and EDMETRIX ("Consultant"). Consultant and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if those persons are specially trained and experienced, and competent to perform the special services required. The Consultant shall furnish to the District the following services ("Services" or "Work"). The District may issue a Purchase Order(s) to the Consultant specifically indicating the scope of Services or Work to be performed by the Consultant as needed. The Consultant warrants that it is specially trained, licensed and experienced, and competent to perform the Services. ☐ As indicated in Exhibit "A" and/or ☒ as follows:

ANNUAL CHARTER OVERSIGHT OF 8 SCHOOLS; ASSISTING WITH TWO CHARTER SCHOOL RENEWALS

2. **Agreement Time.** The Services shall commence on 07/01/2024, and shall be completed by 06/30/2025 ("Agreement Time").

3. **Price & Payment.** The Consultant shall furnish the Services to the District for the following compensation ("Agreement Price"):

☐ Consultant is providing services for a total flat fee of: \$ _____; **or**

☒ Consultant will provide a maximum number of hours of service at a rate of \$ 160.00 per hour for a total not to exceed \$ 40,000; **or**

☐ Other: _____.

Payment for the Services shall be made in accordance with the Terms and Conditions incorporated herein and any Purchase Order(s) issued by District for the Services. District must approve Consultant's form of invoice, which must be sufficiently detailed (e.g., name of school or department provided with Services, Purchase Order number, period of Services, number of hours of Services, brief description of services provided). Payments made in excess of one thousand five hundred dollars (\$1,500) to California non-residents, including corporations, limited liability companies, and partnerships, that do not have a permanent place of business in this state, are subject to seven percent (7%) state income tax withholding (Cal. Rev. & Tax Code § 1862). Tax exempt organizations, under either California or federal law, are exempt from the withholding.

4. Account Number	Funding Source	Central / Site	Amount
01-0000-5860-650-0000-7600-600100-0-0000	UNRESTRICTED	Central	40,000

5. ☒ This contract is budgeted and fully funded for this/these line item(s). Total 40,000.00

Note: If no charge, enter "Xs" in Account number field, NO CHARGE in Funding Source, & 0.00 in the Amount Field

6. **Number of Students / Staff Impacted.** Provide information on who will benefit from these services.

Number of Students and Staff Impacted per site					
Site N/A	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Cost per: Hour _____ Day _____ Week _____ Session _____ <i>Designate the cost using at least one of the above criteria</i>					
Are there any limitations on whom this program can serve? <i>Please elaborate</i> N/A					
Describe how many individuals your program can serve in each tier: Tier 1: Program available to the entire classroom(s) or student bodies and generally available to all students who apply: Site / Students Tier 2: Program offered to a small group of students identified as in need of additional services: Site / Students Tier 3: Program offered 1:1 to students identified as in need of additional services: Site / Students					

7. **Annual Measurable Outcomes (AMO).** Describe which local indicators your lead agency is committed to improving and to what extent your program will impact change. What data will you collect and how frequently will you monitor this data to ensure success?

COMPLIANCE WITH CHARTER OVERSIGHT AND RENEWALS PER EDUCATION CODE

8. **Continuing Service:** If this is a continuing service, please summarize what goals were met from the previous years' service and share any data that supports the identified goals being met.

THE DISTRICT MET IT'S OVERSIGHT RESPONSIBILITIES AS A CHARTER AUTHORIZER.

9. **Justification:** Specialized Expertise

10. **LCAP / SPSA Justification:**

Select a goal: Goal 2: Universal & Accessible Systems

11. **Notice.** Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service (effective the next business day following the deposit thereof with the overnight delivery service), addressed as follows:

CONSULTANT	DISTRICT
EdMetrix	West Contra Costa Unified School District
5818 Santa Cruz Avenue	BUSINESS SERVICES
Richmond, CA 94804	RICHMOND, CA 94804
Attn: Douglas Pelton	Attn: MARGARITA ROMO
Phone: 510-528-2254	Phone: 510-307-4530
E-mail: dpelton@edmetrix.net	E-mail: MARGARITA.ROMO@WCCUSD.NET

12. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted the following documents as indicated below (check all that are required):

<input checked="" type="checkbox"/> Signed Agreement	<input type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> W-9 Form	<input type="checkbox"/> Employment Determination Guide	<input checked="" type="checkbox"/> 590 Form
--	--	--	---	--

13. **Fingerprinting / Criminal Background / Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of Consultant that will be on any school site and the employees of any sub-consultants and/or subcontractors that will be on any school site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>). In addition, one of the following two boxes **must** be checked:

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s services under this Agreement and Consultant certifies its compliance with these provisions as follows:

“Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those employees are paid or unpaid, concurrently employed by the District or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”

☒ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Consultant’s employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the Services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

District Representative’s Name & Initials: MARGARITA ROMO **INITIAL HERE:** MR

14. **Tuberculosis (TB) Screening.** Check one of the following boxes:

☐ The District has a statement of TB Clearance on file for each person.

☒ **Waiver of TB Screening.** The consultant is not required to provide evidence of TB Clearance because the Consultant will not work directly with students on more than an occasional basis.

INITIAL HERE: DSP (Consultant initials)

INITIAL HERE: MR (District Representative initials)

15. Insurance: Consultant shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Consultant shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Consultant's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Consultant shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Consultant, subcontractor, or agent has been obtained.

<i>Insurance NOT required of Consultant if the corresponding box initialed by District representative</i>		↓
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate	MR
Workers Compensation	Statutory limits pursuant to State law	MR

16. Terms & Conditions. The Consultant has read and agrees to comply with the Terms & Conditions attached hereto.

INITIAL HERE: DSP (Consultant initials)

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

CONSULTANT

EdMetrix

Dated: 07/02/2024

By: Douglas Pelton

Print Name: Douglas Pelton

Title: Associate Consultant

Email: dpelton@edmetrix.net

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

Date: _____

Employer Identification and/or Social Security Number:

86-1231561

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Type of Business Entity: Sole Proprietorship

State: CA

DISTRICT

West Contra Costa Unified School District

Dated: _____

By: _____

Print Name: David Johnston

Title: Executive Director Business Services

DISTRICT

Site/Department Administrator

By: Margarita Romo

Print Name: MARGARITA ROMO

Title: COORDINATOR

Site/Department: Dept - Business Services

Email: MARGARITA.ROMO@WCCUSD.NET

By: _____

Executive Director

By: _____

Cabinet Level Approval

By: _____

Community Schools Grant Approval

By: _____

State & Federal Programs

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

1. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work.

2. **Materials.** Consultant shall furnish, at Consultant's expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that Consultant and all Consultant's employees shall not be considered officers, employees, agents, partners, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant 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 Consultant's employees.

4. **Standard of Care.**

4.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of this Agreement.

4.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

4.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be

wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

6. **Copyright/Trademark/Patent.** The District acknowledges that all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials shared with or delivered to District in performance of this Agreement (the "Materials") solely created prior to or during the terms of this Agreement by the Consultant are proprietary to the Consultant. Consultant grants the District a non-exclusive, non-transferable, non-sub licensable, royalty-free license to use, reproduce, disclose, distribute, and transfer the Materials for educational and training purposes within the District. Any Materials created jointly will become jointly owned by the Consultant and the District. Each Party may reuse, resell, reproduce, disclose, distribute, and transfer the jointly created Materials at their sole discretion. The Materials produced, either in whole or in part, under this Agreement by Consultant shall not be copyrighted or patented by the District in the United States or in any country. Consultant agrees not to publicly share or distribute any confidential or personally identifiable information without prior written consent from the District.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) calendar days after the date of mailing, whichever is sooner.

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

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

7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage; or

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

7.4. Written notice by District shall contain the reasons for

termination and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.5. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

7.6. **Termination for Non-Appropriation of Funds.** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the District. If the District fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor will only be entitled to payment for deliverables and Services that have been satisfactorily completed as of the termination date.

8. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

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

10. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing,

and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

11. **Health & Safety.** Consultant must comply with the orders, mandates, policies, safety protocols and practices established by the District, the Health Officer of the County of Contra Costa County, the state of California, and OSHA and Cal-OSHA related to required health monitoring, cleaning and sanitization practices, physical distancing requirements, face coverings, use of personal protective equipment, site safety protocols, community infectious disease spread reduction plan and communication matters; and must comply with the District's Vendor Vaccination Policy, if any (collectively "**Health & Safety Policies**") in effect as of the Effective Date and as may be revised during the Term. Consultant, its employees, agents, guests and invitees and subcontractors must always review and implement the Health & Safety Policies in their use of any District school site and in the performance of the Work.

12. **Release.** Consultant acknowledges that it is voluntarily and freely entering into this Agreement which may require the use District's school sites and/or interaction with District's agents, representatives, officers, consultants, employees, trustees, volunteers and students (the "indemnified parties") in performance of the Work. This interaction may include the possible exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID19, or any other similar virus or derivative strain (collectively "**Infectious Disease**"). Consultant further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Consultant hereby releases the indemnified parties from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Consultant, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants and any other person tracing exposure or illness to Consultant now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease in performance of the Work.

13. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

14. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

15. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee

of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

16. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

17. **Title IX.** The Consultant shall comply with federal and state laws prohibiting sexual discrimination and sexual harassment, as that term is defined by Education Code section 212.5 and Title 5 CCR§ 4916.

17.1. Consultant acknowledges the District is a California public entity subject to all state and federal laws governing education, and agrees to adhere to all such laws, including but not limited to Education Code sections 212.5 and 221.1, Government Code sections 11135 and 12940(h), Title 5 California Code of Regulations, section 4915, 20 U.S. Code section 1681, and Title 34, Code of Federal Regulations, Section 106, all of which prohibit discrimination on the basis of sex, including sexual harassment;

17.2. Consultant shall prohibit and reasonably prevent a person in the educational environment of the District from sexually harassing or discriminating against another person in the work or educational environment of the local agency, and from retaliating against another person for reporting such conduct. "Educational environment" includes, but is not limited to, the following: the campus or school grounds of the District; properties controlled or owned by the District; and off-campus, if such activity is sponsored by the District, or is conducted by organizations sponsored by the District; and

17.3. Consultant shall be subject to the District's board policies and administrative regulations that conform to federal and state laws prohibiting sexual discrimination and harassment, including Board Policy ("BP") 5145.3, BP 5145.7, BP 4030, BP 4119.11, BP 4219.11, and Administrative Regulation ("AR") 4031, AR 5145.3, and AR 5145.7. In the event a District employee, student, or other person alleges prohibited conduct under this Agreement against the Consultant, including its employees and agents, the Consultant will cooperate with the District effort to abide by the policies and procedures outlined above. The District reserves its right to reduce or terminate the Agreement, as specified herein.

18. **Mandated Reporting.** All staff or volunteers associated with the Consultant must comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

19. **Workers' Compensation.** Consultant shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Consultant shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

20. **District's Right to Audit.** District retains the right to review and audit, and the reasonable right of access to Consultant's and any subcontractor's premises to review and audit, the Consultant's compliance with the provisions of this Agreement ("District's Audit Right"). The District's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Consultant's premises, of any and all Work-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District's Audit Right shall also include the right to interview current or former employees and subcontractors of Consultant with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.

20.1. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

20.2. Consultant shall, without limitation, permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

20.3. Consultant shall include audit provisions in any and all of its subcontracts, and shall ensure that provision is binding upon all subcontractors.

20.4. Consultant shall comply with these provisions within fifteen (15) calendar days of the District's written request to review and audit any or all of Consultant's Work-related documents, records and information. The District's Audit Right and Consultant's compliance with the same, shall be at no additional cost to the District.

20.5. In the event the District's Audit Right, or an audit by the State Auditor, evidences payments to Consultant not in accordance with the provisions of this Agreement, Consultant shall immediately pay District the amount of said payments not in compliance in addition to all costs reasonably incurred by District in conducting an audit hereunder.

20.6. Consultant acknowledges and agrees that the District's Audit Right, pursuant to the foregoing provisions, shall apply to, and may be utilized by the District for the production of, any records or documents subject to disclosure under the California Public Records Act, Government Code § 6250 et seq. ("CPRA"), unless otherwise exempt, and which may include, but

are not limited to, records or documents in the District's constructive possession but under Consultant's control regardless if created, sent, received, stored, or maintained in a personal account or device of Consultant or its employees, as prescribed by applicable law. In the event the District exercises District's Audit Right in response to or as part of a request under the CPRA, Consultant agrees to provide District with an affidavit, if and as needed or requested by District, within five (5) calendar days of District's request therefor, that certifies Consultant's search for and production of responsive records subject to disclosure pursuant to the CPRA, if any.

21. **Subcontractors.** Consultant may contract for or employ at Consultant's expense, subcontractors to the extent deemed necessary for completion of its Services or Work, licensed as required by applicable law. The names of subcontractors and a detailed scope of Work to be performed by any subcontractors shall be submitted to the District for approval prior to commencement of Services by a subcontractor. The District reserves the right to reject Consultant's use of any particular subcontractor. District shall not approve any invoice or application for payment submitted that includes costs for Services performed by a subcontractor that has not been approved by District. In the event Consultant contracts with or employs a subcontractor for the Work or Services, Consultant shall pay all subcontractor invoices within thirty (30) calendar days of receipt or as otherwise agreed to by Consultant and the subcontractor, in compliance with applicable law; all Consultant payments to and records between its subcontractor(s) shall be subject to the audit provisions herein this Agreement. Nothing in the foregoing shall create any contractual relationship between the District and any subcontractor(s) employed by Consultant under the terms of this Agreement

22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance and announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

24. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.

25. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this

Agreement.

26. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

31. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, contractors, or subcontractors are to smoke or use drugs or alcohol on District sites.

32. **Conflict of Interest.** Consultant shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Consultant shall not hire any officer or employee of District to perform any service by this Agreement. Consultant affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Consultant's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Consultant acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Consultant receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Consultant agrees it shall notify District of this information.

33. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Consultant absent formal approval.

EXHIBIT “A”

Scope of Work or Services

If not otherwise set forth in the Agreement, the scope of Work or Services shall be as indicated in this Exhibit “A”; the Parties acknowledge and agree that the scope of Work or Services shall not consist of, incorporate, or include any terms and conditions of Consultant’s proposal for this Agreement. The scope of Services to be performed by the Consultant may be authorized or directed by the District on an individual basis pursuant to a Purchase Order issued to the Consultant pursuant to this Agreement.

Please describe the overall goals of your program and the agency’s metrics of success. This description should include when the program will take place, and what days and hours the program will be provided. Number of staff that will be assigned to the program/site.

Charter Oversight consultant advisory services as requested.
Support for Charter renewals with two schools petitioning in Fall 2024.
Epicenter support and tracking.
Charter School site visit planning.

2022 Withholding Exemption Certificate**590****The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.****Withholding Agent Information**

Name

West Contra Costa Unified School District**Payee Information**

Name

Linda Delgado☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.86-1231561

Address (apt./ste., room, PO box, or PMB no.)

5818 Santa Cruz Avenue

City (If you have a foreign address, see instructions.)

Richmond

State ZIP code

CA 94804**Exemption Reason****Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☒ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.Our privacy notice can be found in annual tax booklets or online. Go to **ftb.ca.gov/privacy** to learn about our privacy policy statement, or go to **ftb.ca.gov/forms** and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Linda DelgadoTelephone 510-409-1675Payee's signature ► Linda DelgadoDate 07/02/2024

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Linda Delgado-Pelton		
	2 Business name/disregarded entity name, if different from above. EdMetrix		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See instructions. 5818 Santa Cruz Avenue	Requester's name and address (optional) West Contra Costa Unified School District	
	6 City, state, and ZIP code Richmond, CA 94804	1400 Marina Way South Richmond, CA 94804	
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
8	6		-	1	2	3	1	5	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person Linda Delgado-Pelton	Date 07/02/2024
------------------	--	------------------------

Linda Delgado-Pelton [07/02/2024 8:03pm PDT]

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EdMetrix

5818 Santa Cruz Ave.
Richmond, CA, 94804
(510) 528-2254

Charter School Advisory Services

1 July, 2024

OVERVIEW

The advisory services outlined in this proposal are for the annual Charter Oversight activity coordination for the school year. The work proposed includes planning, organizing, coordinating and tracking milestones for AMPS Richmond Charter Academy and Leadership Public High Charter Schools renewal activities within the WCCUSD School District for 2024-2025 school year. All activities will focus on leveraging Epicenter for efficiency and quality of oversight work, including adjustments to support all District staff involved in Charter Oversight support tasks. This proposal seeks to cover all anticipated Charter Oversight support for WCCUSD through the end of January 2025 or longer and to maximize efficiencies from the Epicenter system implementation

GOALS

1. Track Epicenter system for submissions activity for timeliness and completion by all authorized charter schools for the District.
2. Facilitate scheduling of annual site visits for all authorized charter schools and assist District personnel in completing (2) Renewal Site visits before Dec 1, 2024.
3. Prepare for the drafting of the annual report and presentation to the WCCUSD Board of Education.
4. Perform and support District Personnel with System Administration tasks in the Epicenter system on behalf of the District.
5. Provide detailed advice on AMPS Richmond Charter Academy and Leadership Public High School renewal request activities to specifications and requirements by the State of California to WCCUSD staff.
6. Provide processes and facilitate these processes in accomplishing charter school renewal request oversight activities.
7. Support District with incorporating new legislation of Board of Education requirements for Charter Oversight.

SPECIFICATIONS

Goal 1: Epicenter System Submission tracking

- During the school year perform first level checks of submissions made by charter schools for routing to WCCUSD departments for final review.
- Monitor Epicenter submissions and deadlines, resolve or communicate concerns for required submissions. Report to and assist Charter Oversight personnel on Charter schools compliance with submissions.
- Review submitted documents for sufficiency, provide feedback or suggestions as needed
- Support charter school and District staff in Epicenter use.

Goal 2: Annual Charter School Visits

- Update as needed the process for WCCUSD staff to manage annual charter school visits based on use in Fall of 2024 and in preparation for next school year renewals.
- Schedule visits to Charter Schools according to policy for 2024-2025 academic year.
- Prepare any additional work proposal for WCCUSD to accomplish second half of the school year site visit support and consulting to include attending visits to non-renewing Charter Schools with WCCUSD staff and support assessment discussions and documentation.

Goal 3: Annual Charter Oversight report

- Based on time available, begin the process of gathering State data as appropriate for performance comparison presentation.
Either the accomplishment of or the preparation of proposal to cover additional work if required to support using results of site visits and state data, including the drafting of an annual report to be presented to Charter Oversight leadership and Board of Education.

Goal 4: Epicenter System Administration Actions

- Review new users and expiring users required by District and Charter schools, and take actions in Epicenter to maintain system integrity.
- Review and assist District personnel in adding or changing submission types in Epicenter to conform to District Charter Oversight policies.
- Assist District Charter Oversight tasks in generating regular charter oversight summary reports for District Leadership

Goal 5: Advise and Support District Concerning Charter Renewal Request Oversight

- Review the renewal calendar with timelines for all expected charter renewal oversight activities and deliverables with District staff.
- Support charter school and District staff in Epicenter use, and adjust renewal submissions templates and instructions for ongoing annual renewal activity.

-
- Gather and analyze pertinent data (State and local) as required by WCCUSD in support of Charter renewal request.
 - Prepare for and be present at both public hearings to be scheduled for the renewal review and decision.

Goal 6: Facilitation of Charter Renewal Request

- Assist WCCUSD staff to manage charter renewal requests through Epicenter.
- Schedule and support FMSD department activities in Epicenter in support of charter school submission review to draft district recommendations to the WCCUSD board when submission is received.
- Monitor Epicenter-based renewal request submissions and deadlines, resolve or communicate concerns for required submissions.
- Review submitted documents for sufficiency, provide feedback or suggestions as needed.

Goal 7: Support District with Charter Oversight Policy and Procedural Changes as Required

- Support the District in updating policies and practices surrounding new legislation
- Gather and analyze pertinent data (SBAC, ELL, and subgroups) as required by WCCUSD

MILESTONES

<u>Due Date</u>	<u>Specified Steps</u>
------------------------	-------------------------------

July 1, 2024 - August 31, 2024: Support District teams in validating and reviewing Charter School submissions in Epicenter, including a regular meeting with WCCUSD Charter Oversight team.

August 1 - August 30, 2024: Review and update any remaining process documents and templates identified as required by charter renewal request activities and deliverables.

August, 2024 through November, 2024: Support WCCUSD Staff in evaluation, including provision of programmatic data evaluation for charter renewal request reviews. Assist District in meeting timeline requirements for public hearings within 60 days (presentation of petition) and 90 days (District recommendation and decision by Board of Ed.) of renewal petition submission. Draft and support recommendation for approval or denial analysis to the Superintendent and Board of Education of both anticipated renewal petitions.

January through April, 2025: Advise and Support WCCUSD in developing, organizing, and conducting annual school visits. Prepare a follow up proposal to complete annual site visits and documentation as needed.

March, 2025: Either assist or prepare a proposal to assist District personnel in drafting and completing an annual charter school report and presentation to the WCCUSD Board of Education.

April - June, 2025 - Prepare a proposal to assist with the update of Charter Renewal petition documents for 2025-2026 school year and facilitate petitioner orientation meetings. The proposal will include tasks and expenses to complete Epicenter Refresh for next school year calendar.

Ongoing: Review submitted charter renewal support documents and provide feedback or suggestions as needed to resolve or communicate concerns for required submissions. Responding to inquiries from District and Charter Schools regarding user accounts and other Epicenter related concerns.

Monthly - Distribution of Month End status to WCCUSD Business Services management team.

Consultant Fee: \$160.00/ hour

Anticipated Hours: 34 hours / month (July 2024 - February 2025), averaged over the 2024-2025 academic year.

Estimated total contract expense: \$40,000

Assumptions:

1. July and August 2024 will have a significant number of Epicenter submissions for review and tracking.
2. Renewal activity will be most pronounced in the period August to December, 2024.
3. School site visits will be organized for the February through April 2025 time period with no more than one site visit per weekend and accomplished either under this contract or an extended proposal.
4. May 2025 will be focused on drafting the Annual Charter Oversight Report and Board presentation either under this contract or an extended proposal.
5. April and May 2025 will include preparation for next year charter renewals and documentation and template updates either under this contract or an extended proposal.
6. June 2025 will be a focus on Epicenter setup for next school year and wrapping up end of year requirements either under this contract or an extended proposal.
7. Other advisory requests not enumerated above are expected and will be included to the extent that an addition or amendment to this proposal is required.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

CONTRACT REQUEST FORM

Date: 07/03/2024

New Contract or Amendment New

Purchase Order Number if Amending

Requesting School / Department: Dept - Business Services

EdMetrix

Consultant/Company Name_____
Program Name

Douglas Pelton

dpelton@edmetrix.net

Consultant Point Person_____
Consultant email**Type of Service:** Non Direct Service

If this is a Direct Service provider that is not listed in the WCCUSD Partnership Booklet, Business Services will add them to the next RFP process, which will take some time.

No services are authorized to begin until after all necessary approvals, including board approval if applicable, and a Purchase Order has been issued.

Number of Students/Families/Staff Impacted: ^{N/A}

Type of cost structure: Fee Based

Description of Proposed Services: Brief Description

ANNUAL CHARTER OVERSIGHT OF 8 SCHOOLS; ASSISTING WITH TWO CHARTER SCHOOL RENEWALS

ACCOUNT INDICATED MUST HAVE SUFFICIENT FUNDS

Account Number to be used	Funding Source	Central/Site	Amount
01-0000-5860-650-0000-7600-600100-0-0000	UNRESTRICTED	Central	40,000

If this is a No Fee (In-Kind) Service

Account Number Field - Enter In Kind

Funding Source - Enter N/A

Amount Field - Enter 0.00

Total Cost of the Entire Contract

40,000.00

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

CONTRACT REQUEST FORM

1. **What is it you are proposing?** Define the scope of the work.

Will provide charter school oversight and assist with charter school renewals

2. **Is it research-based?** No

~~3~~/A **What is the desired outcome benefit?**

4. **Why do we need this?**

a. Is this a critical need or a nice to have? Critical Need

b. How does this fit into the strategic plan of the district?

Compliance with Charter Oversight and Renewals per Education Code

5. **When would this occur and for how long?**

a. Anticipated Start Date: 07/01/2024

b. Anticipated End Date: 06/30/2025

6. **Who is responsible for monitoring this contract?** Margarita Romo

7. **Where will the services be provided?**

EdMetrix will work directly with Business Service to coordinate their services

8. **Is this Grant or LCAP funded?** Other

9. **What is your plan to sustain this service or professional learning?**

Frequent interaction between the company and Business Services

10. **How will you know that it's working?**

Reports and renewals

11. **How will you measure success?**

The District will meet its oversight responsibilities as a Charter Authorizer

By: Jeff Carter
Initiator

By: _____
State & Federal Programs

By: _____
Principal / Director

By: _____
Community Schools Grant

By: _____
Executive Director

By: _____
Cabinet Level

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**EXHIBIT "B" to INDEPENDENT CONSULTANT MASTER AGREEMENT**

Dept - Educational Services

School/Department Name

This Exhibit to the Master Agreement for the Direct or Ongoing Special Services Agreement is made as of _____, between the **West Contra Costa Unified School District** ("District") and Improve Your Tomorrow ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

All terms and conditions of the current Independent Contractor Master Agreement No.: 23-24 22022 ("Master Agreement") previously executed by the Parties hereto, are incorporated herein by reference. The Consultant will implement this Exhibit in accordance with the Master Agreement. Unless otherwise specifically noted, the terms and conditions of the Master Agreement shall take precedence and priority over any conflicting term herein this Exhibit.

- Term.** Consultant shall commence providing services under this Exhibit B on 08/14/2023, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on 06/30/2024. This Exhibit may be extended upon mutual approval of both Parties on an annual basis to the extent permissible under applicable law. In no event, however, shall the term of the Services provided hereunder, exceed the Term of the Master Agreement.

2.	Account Number	Funding Source	Central	Site	Amount
	01-3010-5100-352-1110-1000-300114-0-0000	Title 1			33,750.00
	01-3010-5860-360-1110-1000-300114-0-0000	Title 1			25,000.00
	01-3010-5100-360-1110-1000-300114-0-0000	Title 1			8,750.00

67,500.00

☒ This contract is budgeted and fully funded for this/these line item(s).

- Description of Services.** Please describe the overall goals of your program and the agency's metrics of success. This description should include when the program will take place, what days and hours the program will be provided and what FTE will be assigned to the program/site. The description needs to be at least one paragraph and will be the same information that you enter into Munis.

During the 23-24 school year, IYT served 117 brothers across two sites, Kennedy High School and DeAnza High School. Our goal is to provide intervention to YMOs who lack motivation, resources, and exposure; therefore, we target students who start the program with below a 2.0 GPA, who have had challenges with behavior and attendance, and who are not currently on track to graduate and attend college.

4. **Number of Students / Staff Impacted.** Provide information on who will benefit from these services.

Number of Students and Staff Impacted per site					
Site	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Site	Students	Staff	Site	Students	Staff
Cost per: Hour _____ Day _____ Week _____ Session _____ <i>Designate the cost using at least one of the above criteria</i>					
Are there any limitations on whom this program can serve? <i>Please elaborate</i>					
Program Name:					
Describe how many individuals your program can serve in each tier: Tier 1: Program available to the entire classroom(s) or student bodies and generally available to all students who apply: Site / Students Tier 2: Program offered to a small group of students identified as in need of additional services: Site / Students Tier 3: Program offered 1:1 to students identified as in need of additional services: Site / Students					

5. **Annual Measurable Outcomes (AMO).** Describe which local indicators your lead agency is committed to improving and to what extent your program will impact change. What data will you collect and how frequently will you monitor this data to ensure success?

The 2023-2024 academic year was Improve Your Tomorrow's first year within the West Contra Costa Unified School District. As outlined in our Memorandum of Understanding, Year 1 is about building relationships with the community, our students, parents, and school officials.

Based on this information we sought at least a 50% approval rating in areas such as academic self-confidence, connection to school, and authenticity. In Year 2, we focus on reduction in suspensions and absences and in Year 3 we focus on academic improvements.

6. **Continuing Service:** If this is a continuing service, please summarize what goals were met from the previous years' service and share any data that supports the identified goals being met.

During the spring semester, IYT distributed a survey to better understand the impact its programming had on members' sense of belonging and academic confidence. 77 scholars completed the survey, thus providing the organization with insightful data. In all, 68.8% of scholars agreed that their overall academic confidence has improved since taking part in IYT, with 72.4% of scholars acknowledging that since taking part in IYT programming, attending college has become a reality. Similarly, 79.2% of scholars acknowledged that IYT provided them with a safe space on campus to be their authentic selves on campus. Lastly, since participating in IYT, 59.9% of members reported feeling more connected to their school.

7. **Justification.** _____ Specialized Expertise _____ x _____ Requirement of Grant or Funding Source

8. LCAP / SPSA Justification

Select a Goal: Achieving Students

- 9. Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered at the rates indicated and as more specifically described in **Exhibit "A,"** on a per-item basis, as applicable, and up to a **maximum amount not-to-exceed** Sixty-seven thousand, five hundred
Dollars (\$67500).

- a. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed with reference to the applicable Purchase Order number and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- b. Payments made in excess of one thousand five hundred dollars (\$1,500) to California non-residents, including corporations, limited liability companies, and partnerships, that do not have a permanent place of business in this state, are subject to seven percent (7%) state income tax withholding (Cal. Rev. & Tax Code § 1862). Tax exempt organizations, under either California or federal law, are exempt from the withholding.

10. Contact Information.

Consultant Contact Information

CONSULTANT

Improve Your Tomorrow, Inc.

1901 Royal Oaks Dr.

Sacramento, CA 95815

Tel: 916-834-9536

E-mail: mcasper@improveyourtomorrow.org

ATTN: Macarena O'Brien

District – School or Department Contact Information

DISTRICT

Dept - Educational Services

1108 Bissell Ave

Richmond, CA 94801

Tel: 510-231-1141

E-mail: ssigler@wccusd.net

ATTN: Summer Sigler

- 11. Roster.** The roster was sent to you at the same time as you received this exhibit b.

- 12.1 You must complete and submit the roster through informed K12 and receive badges before services are provided.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

CONSULTANT

Improve Your Tomorrow, Inc.

Date: 06/24/2024

By: Michael Casper

Print Name: Michael Casper

Title: COO

email: mcasper@improveyourtomorrow.org

DISTRICT

West Contra Costa Unified School District

Date: _____

By: _____

Print Name: David Johnston

Title: Executive Director Business Services

email: Djohnston@wccusd.net

CONSULTANT 2 (If Necessary)

By: _____

Print Name: _____

Title: _____

email: _____

DISTRICT SITE/DEPARTMENT ADMINISTRATOR

By: S. Sigler

Print Name: Summer Sigler

Title: Executive Director

Site/Department: Dept - Educational Services

email: ssigler@wccusd.net

By: S. Sigler

Executive Director

By: _____

Chief Academic Officer / Cabinet Level Approval

By: _____

Community Schools Grant Approval

CONTRACT REQUEST FORM & VETTING

Date: 06/14/2024

New Contract or Amendment New

Requesting School / Department: Dept - Educational Services

Consultant / Company Name: Improve Your Tomorrow

Program Name: Improve Your Tomorrow

Consultant Email: candice@improveyourtomorrow.org

Consultant Point Person: Candice Phillips

Is this a Direct service provider? Yes

Is this a Non-direct service provider? No

If this is a Direct Service provider that is not listed in the Full Service Community Schools Booklet Business Services will add them to the next RFP process, which will take some time.
No services should be rendered until the vendor has been fully approved and received a Purchase Order and approved contract.

Fee Based

No Fee

Number of Students/Families/Staff Impacted:

100

Description of Services: Brief Description

Improve Your Tomorrow will coordinate all activities and services with the principals at targeted campuses. Services include but are not limited to Member Development, Family Engagement, Mentoring, College Tours, College Advising, and Academic Study Halls.

ACCOUNT INDICATED MUST HAVE SUFFICIENT FUNDS

Account Number	Funding Source	Central/Site	Amount
01-3010-5100-352-1110-1000-300114-0-0000	Title 1	Site	33750
01-3010-5860-360-1110-1000-300114-0-0000	Title 1	Site	25000
01-3010-5100-360-1110-1000-300114-0-0000	Title 1	Site	8750

Total 67,500.00

If this is a No Fee (In-Kind) Service
Account Number Field - Enter In Kind
Funding Source - Enter N/A
Amount Field - Enter 0.00

Strategic Vetting
(Attach this completed form to all contracts)

1. What is it you are proposing?

- a. What is the program/initiative or item to be funded?

Improve your tomorrow-College academy

- b. Define the scope of the work:

Mentoring

2. Is it research based? No

3. What will be the effect on student learning (effect size)?

Middle School Performance Indicators 95% promotion rate for 8th grade students to high school/

25% of students will improve their school attendance rate as compared to the semester before enrolling in IYT/

25% reduction in number D's and F's as compared to the semester before enrolling in IYT.

High School Performance Indicators: 25% students will improve attendance, 90% graduation rate in the program a min. of 2 semesters.

75% college attendance rates for students in the program a min. of 4 semesters.

4. What is the desired outcome benefit?

Middle School Performance Indicators 95% promotion rate for 8th grade students to high school/

25% of students will improve their school attendance rate as compared to the semester before enrolling in IYT/

25% reduction in number D's and F's as compared to the semester before enrolling in IYT.

High School Performance Indicators: 25% students will improve attendance, 90% graduation rate in the program a min. of 2 semesters.

75% college attendance rates for students in the program a min. of 4 semesters.

5. Why do we need this?

- a. Is this a critical need or a nice to have? Critical Need

- b. How does this fit into the instructional direction of the district?

Improving success rate in middle schools and high schools

- c. How does this make our students college and career ready?

Support from IYT include career readiness through College advising

6. When would this occur and for how long?

- a. When does this begin? 08/16/2023

- b. When does it end? 06/30/2024

7. Who plays a role in this effort?

- a. Who is responsible for managing the work?

n/a

- b. Who will actually do the work?

n/a

- c. Does this require additional teacher, support or DO/ESS staffing?

N/A

8. Does this add/reduce/replace principal/teacher workload?

No impact on Principal / Teacher workload

- a. What other departments are required to play a role?

Executive Director/Superintendent/CAO

9. Where does the work occur?

- a. Does this impact our school sites or the district office?
School sites

10. How do we pay for it given our budget deficit?

Title 1 Budget, split funded with De Anza High School and Kennedy High School

- a. What are the upfront costs? N/A
b. What are the ongoing costs? N/A
c. Is this to be from the General Fund or are there categoricals/grants to pay for this?
General Fund
d. If it is from the General Fund, what are you cutting to offset the cost for this?

11. What is required to sustain this?

District providing equipment/supplies for IYT instructional program, meeting each semester with stakeholders, provide access to school site, complete data sharing memorandum of understanding giving IYT access to student grades, attendance and disciplinary history, send monthly data report

- a. What other support items must be purchased?
n/a
b. Are there facility alterations required?
No
c. What will it take to sustain this effort?
n/a

12. How will you know that it's working?

During the 22-23 Spring Semester, IYT distributed a survey to better understand the impacts its programming had on members; sense of belonging and academic confidence. 77 scholars completed the survey, thus providing the organization with insightful data. In all, 68.8% of schools agreed that their overall academic confidence has improved since taking part in IYT, with 72.4% of scholars acknowledging that since taking part in IYT programming, attending college has become a reality.

13. How do you measure success?

n/a

S. Sigler

Principal / Department Signature

Community Schools Grant or Department Director Approval

S. Sigler

District Approval

Cabinet Approval

Memorandum of Understanding Between
Insert School Unified School District and
Improve Your Tomorrow, Inc

Overview:

This Memorandum of Understanding ("MOU") is entered into by and between (insert school district), hereinafter referred to as "School District," and Improve Your Tomorrow, hereinafter referred to as "IYT," collectively referred to as the "Parties."

The purpose of the MOU is to specify the expectations of the partnership between the School District and IYT to implement the IYT College Academy. The partnership takes effect on July 1, 2024 and is effective through June 30, 2027.

Improve Your Tomorrow will:

1. Serve 100 students through the College Academy at School District Middle School
2. Send school district contact and principals site implementation plans which includes when students will begin to be served in the College Academy.
3. Complete a facility use agreement at all schools that have the IYT College Academy program and provide the required certificate of insurance.
4. Ensure all employees comply with Education Code requirements, which includes undergoing a criminal background check.
5. Gather formative assessment data to reflect IYT's progress at each site
6. Conduct a parallel evaluation of program progress to include the metrics listed in this contract and will meet with district leadership to the outcomes.
7. Coordinate all IYT activities and services with the principals at targeted campuses. Services include but are not limited to:
 - Member Development
 - Family Engagement
 - Mentoring
 - College Tours
 - College Advising
 - Academic Study Halls

Methods of Assessment

IYT will evaluate the effectiveness of IYT by analyzing key performance indicators for students served by IYT, including:

Middle School Key Performance Indicators

- 95% promotion rate for 8th grade students to high school
- 25% of students will improve their school attendance rate as compared to the semester before enrolling in IYT.
- 25% reduction in the number of D's and F's as compared to the semester before enrolling in IYT. This metric applies for students in the program in a minimum of 3 semesters

- 60% of students will improve baseline results for the annual Campus Belonging Survey. The qualitative survey will measure students school engagement, campus belonging, improved campus relationships and college knowledge for all first year IYT students

High School Key Performance Indicators

- 60% of students will improve baseline results for the annual Campus Belonging Survey. The qualitative survey will measure students school engagement, campus belonging, improved campus relationships and college knowledge for all first year IYT students
- 25% of students will improve their school attendance rate as compared to the semester before enrolling in IYT.
- 25% reduction in the number of D's and F's as compared to the semester before enrolling in IYT. This metric applies for students in the program a minimum of 3 semesters
- 90% high school graduation rate for students in the program a minimum of 2 semesters
- 75% college attendance rates for students in the program a minimum of 4 semesters

In addition to tracking key performance indicators throughout the academic year, Improve Your Tomorrow distributes surveys to its students, parents/caregivers, and school partners to measure overall satisfaction/success and participant experiences with programming and other items. Often, these surveys are disaggregated to get a comprehensive understanding of the unique needs of the student population. These surveys above are listed below:

- Pre/Post Member Social Emotional Learning (SEL) (measures: grit, sense of belonging in school, self-management, self-efficacy, social awareness)
- Member Success Survey - Completed by Program Participants, measuring program success and experience, sense of belonging in IYT)
- Parent/Caregiver Feedback Form - Completed by Parents/Caregivers, measuring program success and experience
- Partner/Principal Feedback Form - Completed by School Administration, measuring program success and experience

It is important to note that within the Member Success Survey, sense of belonging within Improve Your Tomorrow, is measured as this is one of the priority programming outcomes. The following questions are utilized to capture brothers' feelings regarding being an accepted member of a group and being a part of something greater than themselves:

- How well do people in IYT understand you as a person?
- How connected do you feel to the adults in IYT?
- How much respect do students in IYT show you?
- How much do you matter to others in IYT?
- Overall, how much do you feel like you belong in IYT?

Annually, Improve Your Tomorrow will submit an End of Year report to the School District and all school sites no later than 12 weeks after grades have been posted for the Spring semester.

The School District will:

1. Provide a dedicated workspace, office keys, furniture, technology, supplies and equipment for the Improve Your Tomorrow instructional program without charging a facility use fee.
2. Allow IYT to meet (in person or virtual) one time per semester with the Superintendent or Associate Superintendent on program outcomes, success, and challenges.
3. Provide access to the school site during the Improve Your Tomorrow programming
4. Complete data sharing memorandum of understanding giving IYT access to student grades, attendance and disciplinary history (see appendix A).
5. Send monthly data reports to IYT's Research and Evaluation department according to outcomes outlined in the MOU.
6. Ensure all IYT students at traditional high schools are placed on an A-G curriculum until their senior year, unless the student's guardian opts out.
7. Help recruit school district alumni to serve as IYT's mentor fellows and Program Manager(s) to oversee the school sites.
8. Provide a startup implementation fee of (20%) in year one within 30 days of contract execution.
9. In year 1, provide annual funding of \$ to be paid with an initial start-up payment of \$ on January 1, 2024 and the remaining balance of \$ paid as invoiced equal in monthly increments from February 2024 through December 2024 payable within 15 days from time of invoice to Improve Your Tomorrow.

In year 2, provide annual funding of \$ to be paid with an initial start-up payment of \$ on January 1, 2024 and the remaining balance of \$ paid as invoiced equal in monthly increments from February 2025 through December 2025 payable within 15 days from time of invoice to Improve Your Tomorrow.

In year 3, provide annual funding of \$ to be paid with an initial start-up payment of \$ on January 1, 2026 and the remaining balance of \$ paid as invoiced equal in monthly increments from February 2026 through December 2026 payable within 15 days from time of invoice to Improve Your Tomorrow.

Payments directed to the following address:

Improve Your Tomorrow
1901 Royal Oaks
Sacramento, CA 95815

Terms:

The term of this Memorandum of Understanding shall commence July 1, 2024 and June 30, 2027.

Termination Clause:

If the School District cancels this Agreement prior to the end of the termination date school year, the School District agrees to pay to the Contractor half (1/2) of the remaining contract amount set forth in this Agreement.

Indemnification and Hold Harmless

To the fullest extent allowed by law, IYT shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of IYT, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it. The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the IYT. The LEA shall have the right, in its sole discretion, to select counsel of its choice to provide the defense at the sole cost of the IYT or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold IYT and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("IYT Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding IYT and/or any IYT Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

Clearance Requirements

IYT shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

IYT shall monitor the status of licenses, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by IYT including volunteers.

IYT shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Contract by LEA.

IYT shall electronically submit, within 24 hours, any accident or incident report to LEA. IYT shall properly submit accident or incident reports as required by the District.

IYT hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

IYT is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). In the event there is a suspicion of abuse conducted by anyone (students, staff, IYT or others) on or off campus, IYT is to file the appropriate report to the appropriate law enforcement agency. IYT is also to confidentially notify the Legal Compliance Specialist of the report. IYT is to cooperate with any investigation conducted by the District in connection with such report.

IYT shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the IYT policy, as well as Federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of all sexual harassment complaints. IYT further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to California Government Code section 12950.1, including that each agency with five or more employees must provide by January 1, 2021 at least 2 hours of training regarding sexual harassment to all supervisory employees and at least one hour of training to all nonsupervisory employees. All employees must complete sexual harassment training every two years. Any new supervisory employee must complete sexual harassment training within six (6) months of starting as a supervisory employee. The training shall include information and practical guidance regarding federal and state statutory provisions concerning the prohibition against, prevention of and correction of sexual harassment, and remedies available to victims of sexual harassment in employment as well as including practical examples to instruct supervisors in prevention of harassment, discrimination, and retaliation. The training should be presented by someone with training or expertise in prevention of harassment, discrimination, and retaliation.

Insurance

IYT shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with IYT's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$5,000,000 per occurrence
\$500,000 fire damage

\$5,000 medical expenses
\$1,000,000 personal & adv. injury
\$10,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not exclude coverage for claims arising from or relating to claims for sexual molestation or abuse. IYT must provide proof that IYT's Commercial General Liability Insurance covers claims for sexual molestation or abuse.

In the event that IYT's policy should have an exclusion for sexual molestation or abuse claims, then IYT shall be required to procure a supplemental policy providing such coverage and provide proof thereof.

Certificates of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA.

For any claims related to the services contracted for under this Agreement, IYT's insurance coverage, including any supplemental policy covering sexual molestation and abuse claims, shall be primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the IYT's insurance and shall not contribute with it.

Workers' Compensation and Employers Liability Insurance in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect IYT from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

IYT, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA.

For any claims related to the services contracted for under this Agreement, the IYT's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the IYT's insurance and shall not contribute with it.

All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

Equal Opportunity

IYT strives to comply with all applicable laws prohibiting discrimination. Company policy prohibits unlawful discrimination in employment, recruiting and selection based on race (including traits historically associated with race, such as, but not limited to, hair texture and protective hairstyles like braids, locks, and twists), color, religious creed, gender, genetic

information, genetic characteristics, gender identity, gender expression, transgender status, religion, marital status, military status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful.

Signatures:

The following authorized signatures have agreed to the responsibilities stated within this Memorandum of Understanding:

Michael Lynch, CEO
Improve Your Tomorrow

Date:

Signature

Date:

Printed Name:

Title:

Appendix A

Data Use Agreement

This agreement governs the conditions in which Improve Your Tomorrow must use, store, and safeguard the privacy of any and all student data (hereafter referred to as “Student Data”) received from the School District pursuant to the signed Agreement between Improve Your Tomorrow and the School District.

Student Data includes both student-specific data (where individual students are identifiable by name or student ID) and aggregate data (where no students are specifically identifiable).

The requested individual-level data includes:

- Student ID
- Ethnicity/Race
- Class Schedule
- Standardized Test Scores (SBACC, etc.)
- Unofficial Student Transcripts
- Guardian Contact Information
- Access to online student grade book portal
- Suspension and Attendance data
- Individual Education Plan (if applicable)

General Purpose & Use of Student Data.

Improve Your Tomorrow will use the Student Data provided by the School District to increase college enrollment rates for Improve Your Tomorrow students in School District. Improve Your Tomorrow offers an array of strategic interventions to improve retention, including academic support, mentorship, internships, college advising, parent engagement and college tours. Regular data access will allow Improve Your Tomorrow staff to assess student progress and provide support as needed to ensure the students stay on track to enroll in college.

Improve Your Tomorrow acknowledges that it is fully familiar with the obligations of, is subject to, and will fully comply with the privacy regulations set forth in FERPA. Improve Your Tomorrow will not access, disclose or use any Student Data except to the extent such access, disclosure, or use is in full accordance with FERPA, and is explicitly permitted under this Agreement. Improve Your Tomorrow will maintain the security of the Student Data at all times and will promptly notify the School District in the event of any disclosure that is inconsistent with the terms of this Agreement.

Improve Your Tomorrow agrees to maintain the Student Data received with reasonable security measures, such that the Student Data cannot be viewed or accessed electronically or in printed form by unauthorized individuals, which includes but is not limited to administrative controls,

physical controls, and technical controls, electronic security, such as password sign-on and sign-off procedures as appropriate and the proper placement of the equipment so that the screen cannot be viewed from a public location.

Improve Your Tomorrow agrees to refrain from redisclosing the Student Data to any other third party.

(Improve Your Tomorrow) agrees to destroy any Student Data contained in print form or electronically that is no longer needed for Improve Your Tomorrow's stated purpose and in such a way that identification of a student is not possible.

If Improve Your Tomorrow terminates the Agreement, goes out of business, files a petition under the Bankruptcy Code, or stops providing services to the School District, it shall return to the School District all Student Data in its possession.

Data Ownership. The Parties agree that, as between them, all rights, including all intellectual property rights in and to Student Data transmitted under this Agreement, shall remain the exclusive property of the School District.

Signatures:

The following authorized signatures have agreed to the responsibilities stated within this Memorandum of Understanding:

Michael Lynch, CEO
Improve Your Tomorrow

Date:

Signature

Date: _____

Printed Name:

Title: