

CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE JEFFERSON ELEMENTARY SCHOOL DISTRICT
AND Curriculum Associates
FOR SERVICES AT Jefferson Elementary School District

THIS AGREEMENT ("Agreement") is made at Daly City, California, effective July 1, 2024, by and between the Jefferson Elementary School District, ("School District"), and Curriculum Associates ("Contractor") who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the School District the services described in **Exhibit A** ("Services"). The Services shall be provided by appropriate representatives and employees of Contractor at the time, place and in the manner specified in **Exhibit A**. To the extent that the language of Exhibit A conflicts with any language in the rest of the Agreement, the language in the rest of the Agreement shall control.

2. **PAYMENTS AND OTHER DISTRICT OBLIGATIONS.** School District shall pay Contractor for the Services at the time and in the manner set forth in **Exhibit B**. These payments shall be the only payments to be made to the Contractor for the Services. Contractor shall submit all billings for said Services to School District in the manner specified in **Exhibit B**. School District agrees to pay Contractor for Services rendered during the term of the Agreement (see Section 15, below) in an amount not to exceed \$ 202,682.00, as specified in **Exhibit B**. Any District obligations other than payments shall be specified in **Exhibit A**.

3. **INDEPENDENT CONTRACTOR.** It is understood that Contractor, in the performance of the Services, shall act as and be an independent contractor and shall not act as an agent or employee of the School District. Contractor shall obtain no rights to retirement benefits, workers' compensation benefits, or other benefits which accrue to School District's employees, and Contractor hereby expressly waives any claim it may have to any such rights. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between Contractor and the School District.

4. **MUTUAL INDEMNIFICATION.** Contractor shall Indemnify the School District Parties from and against any and all Claims Arising from any Wrongful Act or Omission of the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement.

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Such obligations to Indemnity shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

The following definitions shall apply to this Section 4 and the rest of this Agreement:

- "Indemnify" means defend, indemnify, and hold harmless.
- "School District Parties" means the School District and its agents, representatives, officers, consultants, employees, Board of Education, and members of the Board of Education.
- "Claims" means claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description.
- "Arising" means directly or indirectly arising out of, connected with, or resulting from.
- "Wrongful Act or Omission" means any act, error, omission, negligence, or willful misconduct, including but not limited to Contractor Parties' use of the site, the Contractor Parties' performance of the Services, the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to School District or the School District Parties..

- "Contractor Parties" means the Contractor and its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees.

5. **INSURANCE REQUIREMENTS.** During the entire term of this Agreement, Contractor shall procure, pay for and keep in full force and affect the following types of insurance:

Comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance, with respect to the Services provided by, or on behalf of, Contractor under this Agreement. Liability insurance for death, bodily injury and property damage shall be for no less than One Million dollars (\$1,000,000) per occurrence. Such insurance shall include molestation coverage if the Services allow Contractor to interact with students.

The policies of insurance described above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage described above shall be provided to the School District upon request. Contractor agrees that it shall not cancel or change the coverage provided by the policies of insurance described above without first giving the School District's Assistant Superintendent, Business Services, thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, Contractor agrees to immediately provide the School District with true and correct copies of all new or revised certificates of insurance.

6. **COMPLIANCE WITH LAWS.** Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

Contractor shall comply with the requirements of California Education Code § 45125.1 with respect to fingerprinting of Contractor or employees or agents of Contractor who may have contact with the School District's pupils. If at any time during the term of this Agreement Contractor is either notified by the U.S. Department of Justice or otherwise becomes aware that any employee or agent of Contractor performing Services under this Agreement has been arrested or convicted of a violent or serious felony listed in California Penal Code § 667.5(c) or California Penal Code § 1192.7(c), respectively, Contractor agrees to immediately notify the School District and remove said employee or agent from performing Services pursuant to this Agreement. Contractor will pay for fingerprinting to be done through the district.

7. **LICENSES.** Contractor represents and warrants to School District that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to School District that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.

8. **NON-ASSIGNABILITY.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the School District, and any attempted assignment without such prior written consent in violation of this section automatically shall terminate this Agreement.

9. **TERMINATION OF AGREEMENT.** Contractor or School District may, at any time, terminate this Agreement, by giving thirty (30) days written notice specifying the effective date of termination. Contractor shall be entitled to receive payment for Services provided prior to the date of termination of the Agreement. Such payment shall be that portion of the full payment, which is determined by comparing the Services completed to the Services required by the Agreement.

10. **WORKER'S COMPENSATION INSURANCE.** Contractor agrees and understands that the School District shall not be responsible for providing Workers' Compensation Insurance to or on behalf of, Contractor or Contractor's employees or agents for the work/services to be performed. Contractor shall be solely responsible for providing for Workers' Compensation Insurance for Contractor. Contractor also agrees and understands that it shall be solely responsible for all Federal and State

Income tax liability created by the monies paid by School District to the Contractor for the work/services performed and that the School District will not withhold said taxes from monies paid to Contractor pursuant to this Agreement.

11. **NON-DISCRIMINATION**. No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, ancestry, sex, creed, color, national origin, religion, age, political affiliation, marital status, medical condition, sexual orientation, or disability. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.

12. **RETENTION OF RECORDS**. Contractor shall maintain all required records and reports as reflected in Exhibit A, Scope of Services, for three (3) years after the School District makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the School District, a federal grantor agency, and the State of California.

13. **MERGER CLAUSE**. This Agreement, including **Exhibit A** and **Exhibit B** attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties and obligations of each party as of the date of this Agreement. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this Agreement are not binding. All subsequent modifications shall be in writing and signed by the Superintendent of the School District or his or her designee and Contractor. In the event of a conflict between the terms, conditions or specifications set forth herein and those in **Exhibit A** and **Exhibit B** attached hereto, the terms, conditions or specifications set forth herein shall prevail.

14. **CONTRACT ADMINISTRATION**. This Agreement shall be administered by the School District's Superintendent or designee ("Administrator"). All correspondence shall be directed to or through the Administrator or his or her designee.

15. **TERM OF AGREEMENT**. This Agreement shall commence on July 1, 2024 and shall terminate on June 30, 2025.

16. **NOTICES**. Any written notice to School District shall be sent to:

Administrator: Michael Lauro
Title: Assistant Superintendent of Business Services
The Jefferson Elementary School District
101 Lincoln Avenue
Daly City, California 94015

Any written notice to Contractor shall be sent to:

Individual's name: Legal Department
Title: customercontracts@cainc.com
Contractor Name and Address:
Curriculum Associates
153 Rangeway Road
North Billerica, MA 01862

17. **CONFIDENTIAL INFORMATION**. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

18. **SEVERABILITY.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

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

20. **WAIVER.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

21. **EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

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

School site Principal or Director's signature of agreement to Exhibit A, Scope of Services, and Exhibit B, payment amount and terms. This signature is for district purposes and does not execute this agreement.

D. J. [Signature] 5/24/24

Principal's or Director's Signature

Date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Note: If this agreement is for an amount greater than \$3,000 the below must be signed by the Superintendent or Assistant Superintendent of Business Services

Jefferson Elementary School District

By: _____
Signature

Sandy Mikulik
Printed Name
Superintendent
Title

101 Lincoln Ave

Address
Daly City, CA 94015
City State Zip

650 746-2400
Telephone Number

Date

Curriculum Associates

Contractor's Name

By: _____
Signature

Rob Waldron
Printed Name
CEO
Title

153 Rangeway Road

Address
North Billerica, MA 01862
City State Zip

Telephone Number

Date

Exhibit A – Scope of Services and Obligations
(at JESD School Site or Department)

Contractor agrees to satisfactorily perform the following Services during the term of this Agreement:

Provide i-Ready Assessment and Personalized Instructional Math and Reading per student licenses for Grades K-5 for all District Elementary Schools.

Provide i-Ready Assessment and Personalized Instruction Math and Reading site licenses and i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting +Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year for Grades 6-8 at all District Middle Schools.

Provide Professional Learning add On Leadership Session one time during the 2024-2025 School Year.

Provide Professional Learning Session (up to 6 hours) sixteen times during the 2024-2025 School Year.

(NOTE: this section may be change and approved by review of JESD Asst. Sup. of Business Services)

Exhibit B – Payment Terms

The Parties agree to the following payment terms:

1. For Services satisfactorily performed, the School District will make payments to Contractor, but such payments shall not exceed a total of \$ 202,682.00 for the contract period. If the Services are not complete but the not-to-exceed total has been paid, then Contractor shall perform the remaining Services without further payment.
2. Contractor shall submit invoices for payment of Services satisfactorily performed, invoice must reference District Purchase Order number.
3. The School District shall pay each undisputed and detailed invoice within thirty (30) days of receipt of the invoice and any additional supporting documentation requested by the School District.
4. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

