

**CONTRACTUAL SERVICES AGREEMENT**  
**BETWEEN THE JEFFERSON ELEMENTARY SCHOOL DISTRICT**  
**AND** Community Responsive Education (CRE)  
**FOR SERVICES AT** Jefferson Elementary School District (JESD)

THIS AGREEMENT ("Agreement") is made at Daly City, California, effective July 1, 2022, by and between the Jefferson Elementary School District, ("School District"), and CRE ("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 \$ 100,000, 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.

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

Such obligations to Indemnify 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, 2022 and shall terminate on June 30, 2023.

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: Allyson Tintiangco-Cubales  
Title: Ethnic Studies Professor and Director of Teacher Development  
Contractor Name and Address:  
Community Responsive Education  
2744 E 11th St. STE C1, Oakland, Ca 94601

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.

*Stephanie Martinez* 6/15/2022  
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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

Bernardo Vidales  
Printed Name

Superintendent  
Title

101 Lincoln Avenue

Address  
Daly City, CA 94015

City State Zip

(650) 991-1000  
Telephone Number

Date

Allyson Tintiangco-Cubales

Contractor's Name  
By: *Allyson Tintiangco-Cubales*  
Signature  
5A2BB1F9710D481...

Allyson Tintiangco-Cubales  
Printed Name

Founder and Director of Teacher Development  
Title

2744 E. 11th St.

STEC1  
Address

Oakland, Ca 94601

City State Zip

415-218-9181  
Telephone Number

5/18/21  
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:

Please see attached scope of services.



Exhibit A: Scope of Services  
Jefferson Elementary School District  
July 1, 2022 to June 30, 2023

**Community Responsive Education:**

Community Responsive Education (CRE) provides services for educators to begin and/or sustain the journey of becoming community responsive to their students, their students' families, themselves, and their colleagues. CRE has provided teacher development to nearly 60 districts across the nation. For the past two decades, we have supported teachers, schools, and district leaders to use the lenses of Ethnic Studies, racial equity, and critical pedagogy to grow their capacity and agency to become more responsive to the needs of students. We have held training with over 350 schools and 70 school districts including sessions with educational leaders, faculty, and staff around community responsiveness, contextually effective professional development, and Ethnic Studies curriculum development and pedagogy. CRE provides a wide-array of services and workshops on the following topics: Ethnic Studies curriculum and teacher development, curricular strategic planning, praxis learning circle development, teacher wellness and community building, youth wellness development, and teacher participatory action research, equity audits, and transformative leadership/critical leadership praxis.

[www.communityresponsive.org](http://www.communityresponsive.org)

**JESD Development of Ethnic Studies:**

CRE will partner with the Jefferson Elementary School District to provide Ethnic Studies curriculum and teacher development for both MIDDLE and ELEMENTARY school teachers beginning on July 1, 2022 until June 30, 2023. During this year, the deliverables will include:

**MIDDLE SCHOOL**

CRE has worked with JESD middle school teachers to design a curriculum that was piloted during the 2021-2022 school year. CRE will continue to work with the middle school roll out team and provide continued support to insure fidelity. CRE will refocus the support to develop an Ethnic Studies Teacher Leader group that will co-lead the teacher development with CRE in the 2022-2023 school year.

SUMMER

- Ethnic Studies Summer Institute for Teacher Leaders- 3 days (3 hours per day)
  - Teachers who will piloted Ethnic Studies courses in the 2021-2022 year will come together to assess the pilot
  - Co-plan the teacher development sessions for the 2022-2023 school year.
  - Work on curriculum revisions for 6th grade curriculum.
  - Begin curriculum development for 7th and 8th grade.

## 2022-2023 SCHOOL YEAR

- Ethnic Studies Middle School Summer Support (2 hours a day)
  - 3 day institute for middle school teachers
- Ethnic Studies Middle School Support- 10 days (2 hours per day)
  - CRE will **co-design a teacher development program** with JESD middle school teachers who participated in the Ethnic Studies pilot program.
  - Monthly Meeting to support Teacher Development
    - CRE team and JESD Ethnic Studies Teacher Leaders will co-facilitate teacher development sessions with a focus on:
      - Ethnic Studies, Community Responsive, and Culturally Rooted Teaching Philosophy Development
      - Ethnic Studies Pedagogy workshops
      - Youth Participatory Action Research
      - Centering Student and Teacher Wellness
      - Practice teaching
      - Potential classroom observation and feedback
  - **Co-develop a semesterly assessment and feedback process** to support the improvement of the curriculum.
    - Developing Feedback Tools
    - Exploring student and community input on teacher and curriculum development
  - **Yearly review** of the following:
    - JESD Vision statement for Ethnic Studies district-wide
    - JESD Mission statement for Ethnic Studies for specific grade levels
    - 4 UNIT DEVELOPMENT (Self, Systems, Social Movements, Solidarity)
      - Unit Overview Development
      - Enduring Understandings for each unit
      - Essential Questions for each unit
      - Standards Alignment
      - Lesson Plan Topic and sample activities



- Project Descriptions
- Unit Assessments
- Roll out and implementation discussion and strategic planning
- Develop an middle school appropriate assessment

## ELEMENTARY SCHOOL

CRE worked with JESD to develop an Elementary School Scope and Sequence for Ethnic Studies in grades 3rd, 4th, and 5th. CRE will continue to work with the teachers to develop lesson plans that will be tested during the 2022-2023 school year. CRE will also begin to support the growth of a teacher leadership team who will begin to provide support and development for their colleagues.

## SUMMER

- Ethnic Studies Elementary School Summer Support- 3 days (2 hours per day)
  - Work with teachers to write curriculum based on the Co-developed Ethnic Studies Scope and Sequence

## SCHOOL YEAR

- Ethnic Studies Elementary School Year Support- 10 sessions (2 hours per day)
  - **Ethnic Studies Teacher Development**
    - Revisit and Revise Community Responsive and Culturally Rooted Teaching Philosophy Development
    - Ethnic Studies Pedagogy and Content workshops
    - Centering Teacher Wellness and Sustainability practices
    - Practice teaching
    - Potential classroom observation and feedback
  - **Ethnic Studies Curriculum Development**
    - Develop Ethnic Studies content for the elementary school level
      - Solidify Ethnic Studies Scope and Sequence
      - Unit Overview Development
        - Enduring Understandings for each unit
        - Essential Questions for each unit
      - Standards Alignment
      - Develop Ethnic Studies example lessons and activities
      - Project Descriptions
      - Unit Assessments

- Develop process for student feedback
  - Create curriculum that centers youth wellness
- Infusion Model: Design a roll out plan for both Ethnic Studies time designation and also for potential integration in the broader elementary school curriculum
- Ethnic Studies Teacher Leader Development
  - CRE will begin providing training for teacher leaders who will be supporting teachers to teach Ethnic Studies in their grade levels
  - This work will begin in the 2022-2023 school and in the 2023-2024 school year, CRE will co-facilitate the teacher development sessions with the teacher leaders

**BUDGET**

Middle School: \$50,000 per year (CRE will provide a team of consultants)

Elementary School: \$50,000 per year (CRE will provide a team of consultants)

2022-2023 contract: \$100,000

Elementary School Community of Practice (ES)

Middle School Community of Practice (MS)

**JESD ETHNIC STUDIES CALENDAR 2022-2023**

Mondays (Mostly 4:00-6:00 PM unless otherwise indicated)

<b>Date/Time</b>	<b>Meeting</b>
June 6: 3-5PM June 20: 3-5PM August 2: 9AM-3PM-IN PERSON	Middle School Summer Curriculum Writing
June 20: 1-3PM July 11: 9-11AM-VIRTUAL August 2: 9AM-12PM	Elementary School Summer Curriculum Writing
August 15	Writing Session
August 29	ES & MS #1
September 12	Writing Session
September 19	ES & MS #2

October 17	Writing Session
October 24	ES & MS #3
November 7	Writing Session
November 14	ES & MS #4
December 5	ES & MS #5
January 9, 2023	Writing Session
January 23	ES & MS #6
February 6	Writing Session
February 13	ES & MS #7
March 13	Writing Session
March 20	ES & MS #8 Development Day
April 10	Writing Session
April 17	ES & MS #9
May 8	Writing Session
May 15	ES & MS #10
June 5	ELEM & MSES CLOSING CELEBRATION

## JEFFERSON ELEMENTARY SCHOOL DISTRICT CALENDAR

2022						2023					
Month	Mon.	Tues.	Wed.	Thurs.	Fri.	Month	Mon.	Tues.	Wed.	Thurs.	Fri.
August			17	18	19	January	2	3	4	5	6
	22	23	24	25	26		9	10	11	12	13
	29	30	31				16	17	18	19	20
September				1	2		23	24	25	26	27
	5	6	7	8	9		30	31			
	12	13	14	15	16	February			1	2	3
	19	20	21	22	23		6	7	8	9	10
	26	27	28	29	30		13	14	15	16	17
October	3	4	5	6	7		20	21	22	23	24
	10	11	12	13	14		27	28			
	17	18	19	20	21	March			1	2	3
	24	25	26	27	28		6	7	8	9	10
	31						13	14	15	16	17
November		1	2	3	4		20	21	22	23	24
	7	8	9	10	11		27	28	29	30	31
	14	15	16	17	18	April			1	2	3
	21	22	23	24	25		3	4	5	6	7
	28	29	30				10	11	12	13	14
December				1	2		17	18	19	20	21
	5	6	7	8	9		24	25	26	27	28
	12	13	14	15	16	May	☆ 1	☆ 2	☆ 3	☆ 4	☆ 5
	19	20	21	22	23		☆ 8	☆ 9	☆ 10	☆ 11	☆ 12
	26	27	28	29	31		☆ 15	☆ 16	☆ 17	☆ 18	☆ 19
							22	☆ 23	☆ 24	☆ 25	☆ 26
							29	30	31		
						June				1	2
							5	6	7	8	9

  

<p>Aug. 17 First Day of School: Minimum Day All Students</p> <p>Sept. 1 Back to School Night: Minimum Day- Elem. Only</p> <p>Sept. 5 Labor Day: <b>SCHOOLS CLOSED</b></p> <p>Sept. 8 Back to School Night: Intermediate School Only</p> <p>Sept. 9 Minimum Day- Intermediate Only</p> <p>Oct. 10 Indigenous Peoples' Day-<b>SCHOOLS CLOSED</b></p> <p>Oct. 31 Minimum Day- All Students</p> <p>Nov. 1 Prof. Development Day: <b>NO SCHOOL</b> for Students</p> <p>Nov. 11 Veterans Day: <b>SCHOOLS CLOSED</b></p> <p>Nov. 15-17 Prnt./Tchr. Conferences: Min. Day Elementary Only</p> <p>Nov. 21-25 Thanksgiving Recess: <b>SCHOOLS CLOSED</b></p> <p>Dec. 23 Minimum Day- All Students</p> <p>Dec. 26-Jan 6 Winter Recess: <b>SCHOOLS CLOSED</b></p> <p>Jan. 16 Martin Luther King, Jr.'s Brithday: <b>SCHOOLS CLOSED</b></p>	<p>Jan. 30 Prof. Development Day: <b>NO SCHOOL</b> For Students</p> <p>Feb. 20-24 President's Week: <b>SCHOOLS CLOSED</b> (2/20- President's Day, 2/24- George Washington's Birthday)</p> <p>Mar. 7-8 Prnt./Tchr. Conferences: <b>Min. Day Elementary Only</b></p> <p>Mar. 20 Prof. Development Day: <b>NO SCHOOL</b> for Students</p> <p>Mar. 31 Minimum Day: All Students</p> <p>Apr. 3-7 Spring Recess: <b>SCHOOLS CLOSED</b></p> <p>Apr.-May TESTING WINDOW ☆</p> <p>May 18 Open House: Intermediate Schools Only</p> <p>May 19 Minimum Day: Intermediate Schools Only</p> <p>May 25 Open House: Elementary Schools- Minimum Day</p> <p>May 26 Minimum Day: All Students</p> <p>May 29 Memorial Day: <b>SCHOOLS CLOSED</b></p> <p>Jun. 8 Minimum Day: All Students</p> <p>Jun. 9 Last Day of School: <b>Minimum Day All Students</b></p>
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(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 \$ 100,000 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.