

Phone (909) 307-5300

RECITALS

Accordingly, the parties agree with the above and as follows:

Please check if applicable:

- It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this Agreement.

The total not-to-exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, worker's compensation, mileage, travel, incidentals, food and the like.

Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.

7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. **TERMINATION:** The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. **INDEMNIFICATION:** The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - b. Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - c. Any and all claims under worker's compensation acts and other employee benefit acts with respect to Consultant's employees or sub Consultant(s) arising out of Consultant's work under this Agreement.
 - d. Any and all loss, liabilities, actions, judgments, interest awards, reasonable attorneys' fees, costs, fines, penalties, damages or expenses from any third party claim against the District arising out of or resulting from Provider's failure to comply with any of the obligations under Section 8 of this Agreement.

The Consultant, at the Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings as a result thereof.

10. **MINIMUM INSURANCE REQUIREMENTS:** Consultant shall obtain and maintain the policies of insurance or equivalent program of self insurance and limits as shown below for the duration of this Contract.

- a. Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, unless otherwise agreed in writing by the District.
- b. Automobile liability insurance in an amount not less than \$1,000,000 per accident for all owned, hired and non-owned vehicles.
- c. Workers Compensation as required under California State law.
- d. Professional Liability Insurance in an amount not less than \$5,000,000 per occurrence. Such insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement.
- e. If Consultant may be providing services to District on District facilities during the time that District students could be present or if Consultant is providing services to District for the benefit of District student, Consultant shall provide specific coverage for Abuse or Molestation with limits not less than \$2,000,000 per occurrence and \$5,000,000 aggregate either by separate policy or by an endorsement to User's Commercial General Liability coverage.
- f. The Provider shall provide a Certificate(s) of Liability Insurance using ACORD Form 25, indicating the required insurance coverages within ten (10) days of the effective date of this Agreement NAMING THE DISTRICT AS ADDITIONAL INSURED on the Commercial General Liability policy using endorsements CG 20 10 and CG 20 37.
- g. The policies indicated in paragraphs 10.a., 10.b. 10.c. 10.d. and 10.e. shall include a waiver of subrogation endorsement in favor of District.
- h. The policies indicated in paragraphs 10.a. and 10.b. shall include a primary, non-contributory endorsement in favor of District or District's insurance or self-insurance program.

- ☒ Purchase Order (will be sent after signature and required documents received)
- ☒ Certificate of Insurance attached with endorsements as specified and naming District as Additionally Insured
- ☐ Workers Compensation Certificate Attached OR ☐ Sole Proprietor/ NO Workers Comp. Certificate Needed
- ☐ Proof of TB clearance when working with students more than 5 times
- ☐ Criminal records check...Department of Justice Fingerprint Clearance required before commencement of services, see form attached IF working with students Consultant not working with students
- ☒ Name of Consultant(s) to be on site: Nancy Walker Site must run consultant/s thru Meganslaw.ca.gov search if consultant is on a school site. Site shall attach proof of this to contract

11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.

12. ASSIGNMENT: This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.

13. COMPLIANCE AND CERTIFICATION: The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement. The consultant and any of its employees and/or sub Consultant(s) are NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency.

14. The Consultant, if an employee of another public agency, certifies 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 performed pursuant to this Agreement.

15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:

- a. Increase dollar amounts
- b. Effect administrative changes
- c. Effect other changes as required by law.

16. CONFLICT OF INTEREST: Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance or services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Consultant. Consultant will take all necessary steps to avoid the appearance of a conflict of interest and shall have duty to disclose to the District prior to entering this Agreement any and all circumstances existing at such time which would pose a potential conflict of interest.

17. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.

18. GOVERNING LAW: This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in San Bernardino County, California.

19. CONFIDENTIALITY: All communications and information obtained by the Consultant from the District relating to this Agreement and all information developed by Consultant under this Agreement are confidential. Should there be a need for the Consultant to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA) or the Health Insurance Portability and Accountability Act (HIPAA), Consultant must take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations.

Authorized representatives of the parties have executed this Agreement as indicated below.

Consultant:

Dr. Dale Webster

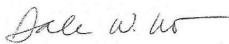
Consultant/Firm Name

CORE Learning- President

Consultant Address

548 Market St PMB 42817 San Francisco CA

City, State, Zip



(Signature, Authorized Representative)

888-249-6155

(Telephone)

Dale.Webster@corelearn.com

(email address)

1/31/25

(Date)

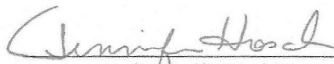
District Board of Education Approval Date: _____

District Requisition Number: _____

District:

Redlands Unified School District 20
West Lugonia Ave. Redlands, CA 92374

Deputy Superintendent, Business Services



Supervisor/ Principal/ District Administrator

Funding Administrator (if Applicable)

4-9-2025

(Date)

P.O. Number: _____

Exhibit A
Scope of Work # R25-097
Victoria Elementary School
Redlands Unified School District

Contact: Estella Patel

Title: Principal

Email: estella_patel@redlands.k12.ca.us

Address: 1505 Richardson Street, San Bernardino, CA 92408

Services Description

Start Date: 03/01/2025 – End Date: 06/30/2025

| Item | Service/Material Name | Qty | Price/Item | Total |
|--------------------|-----------------------|-----|------------|------------|
| Full Day In Person | Site Implementation | 2 | \$4,200.00 | \$8,400.00 |
| Total Project Cost | | | | \$8,400.00 |

Please be advised that if you increase your participant numbers and/or materials fewer than 30 days prior to a training date, CORE *CANNOT* guarantee delivery.

CORE Literacy Coaching and Site Implementation Support

Research and CORE's own experience have shown that coaching and support are vital for professional development to be effective. CORE's Literacy Coaching and Site Implementation Support are essential components of CORE expert support. Site assistance *can* be provided in tandem with whole district implementation to develop a seamless system that ensures equity across all sites. Specific content is determined in consultation between CORE and the school and/or district leadership. During the site visit, CORE Educational Consultants work informally with small groups of teachers, coaches, and administrators.

Site visits and/or demonstration site visits provide the following important services:

Collaborative Planning

At each CORE site visit, the consultant meets with the principal/leadership team to review planned objectives and the agenda for the visit and discusses any emergent issues that may need particular attention. During the first visit, the consultant typically conducts initial walk-through visits to classrooms and introductory meetings with coaches, grade-level teams, and/or individual teachers. The consultant may also review the existing literacy plan or develop a new one.

Classroom Teacher Coaching, Lesson Study, Program Planning

With the local coach, the consultant supports classroom teachers based on needs, requests, observation, and/or data analysis and also conducts collaboratively planned demonstration lessons. The consultant works with coaches and teachers to plan grade-level grouping and interventions based on an analysis of assessment data. The consultant also provides review and a deeper understanding of instructional materials, reviews and practice instructional routines, resolves implementation issues, and provides coaching on implementing effective instructional techniques.

Multi-tiered System of Supports/ Response to Instruction and Intervention

CORE can provide support to schools and districts in building a Multi-tiered System of Support/Response to Instruction and Intervention model. Based on a needs analysis, the consultant works with the leadership team to develop a teaming infrastructure, a comprehensive assessment system, and a plan for tiers of literacy support.

Executive Coaching

The consultant provides personalized coaching sessions and classroom walkthroughs with instructional leaders to ensure they understand how the instructional program is designed, what effective implementation of the components of the core curriculum and supplemental intervention programs looks like, and how to use data to improve student achievement.

Mentored Practice for Coaches

The consultant mentors the coaches as they model lessons, observe and debrief with teachers, conduct data study sessions, and analyze test data. They also assist coaches to facilitate on-site collaborative conversations and develop solutions to implementation challenges.

Assessment Support

The consultant provides assistance in the use of assessments. They work closely with staff to show them how to analyze the data to plan for access and engagement in high-quality grade-level instruction for all students, set up effective student groupings, and incorporate specific interventions based on defined needs.

Selection of Evidence-Based Instructional Materials

Since CORE does not publish instructional materials and is not aligned with any one textbook publisher, the consultant can provide impartial advice in the analysis of your program needs and guidance in the selection of tier 1, 2, or 3 curriculum that meets your specific needs.

Demonstration Site Implementation and Practice

When CORE supports the implementation of a comprehensive, districtwide literacy approach, selected sites may be identified by the district to serve as the venues of observation and practice for district literacy specialists, coaches, and administrators. The consultant supports the development of the demonstration sites as well as the facilitation of schedules and agendas for administrator and coaching observation and practice visits.

Off-site Continued Support

Through a combination of on-site, phone, and email support, reports, and the development of client resources (agendas, planning templates), the consultant manages the CORE program of services closely with site administrators and teacher leaders and serves as the liaison to CORE.

Participant Outcomes

- Identify specific implementation issues and plan for organization, resources, and support needs.
- Deepen the expertise of school leaders through training on instructional materials and assessment, as well as visits to selected classrooms to observe instruction and practice coaching and feedback.



- Improve classroom instruction as the CORE Consultant models lessons in classrooms and conducts classroom observations and coaching
- Help teachers more deeply understand adopted instructional materials and resolve implementation-related issues.
- Enable all instructional staff to use data to plan student groupings and interventions.
- Help coaches learn to analyze test data, facilitate on-site collaborative conversations, and develop solutions to implementation challenges.

Invoicing

CORE's total fee for the work to be performed under this SOW will be \$8,400.00. All invoices are payable within 30 days of receipt by Client.

Please provide your accounts payable contact information:

All payments will be sent to CORE's principal address or by electronic transfer to:

Mailing a check:

Consortium on Reaching Excellence in Education, Inc.

P.O. Box 69667, Baltimore, Maryland 21264

Tax ID: 94-3264308

Electronic Payment:

Name of Bank: M&T Bank

Account Name: Consortium on Reaching Excellence in Education, Inc.

Account Type: Business Checking

Account Number: 9887603885

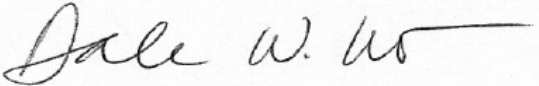
Note: For all above services, references to specific CORE Consultants are based on information known at the time of this SOW. CORE cannot guarantee that the named consultants will perform all services, or perform in the capacity identified above. CORE reserves the right to provide alternate qualified consultants based on business circumstances.

The above proposal is the service offering based on the information above in the Total Project Cost section. Costs stated in this proposal are final once they are in the dually signed contract between CORE and the client. Any modification or subsequent changes to service specifications must be mutually agreed upon and if necessary, an amendment to said agreement between the two parties.

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representatives as of the Effective Date and agrees that an electronic signature of a duly authorized representative constitutes a valid signature for such party.

**CONSORTIUM ON REACHING EXCELLENCE
IN EDUCATION, INC.**

CLIENT

| | |
|--|-------------------|
| Signature:  | Signature: |
| Name: Dr. Dale Webster | Name: |
| Title: President | Title: |
| Date: 02/07/2025 | Date: |
| Tax ID: 94-3264308 | Tax ID: |