

BARR Center, Inc.

Network for School Improvement (NSI) School Contractor Agreement

THIS AGREEMENT made and entered into this 28 day of February 2020, by and between **BARR Center, Inc.**, a Minnesota Not-for-Profit Corporation ("BARR"), and **Perris Union High School District**("DISTRICT").

District (hereinafter "**DISTRICT**") **Name:** Perris Union High School District

Superintendent: Grant Bennett

Address: 155 E 4th Street, Perris, CA 92570

Email: grant.bennett@puhsd.org

Phone: (951) 943-6369

School (hereinafter "**SCHOOL**") **Name:** Perris High School

Principal: Juan Santos

EIN: _____

RECITALS

WHEREAS, BARR is engaged in the business of providing educational support services to students, teachers, schools, and school districts on a national level through the use of copyrighted educational materials and proprietary systems for delivering those materials ("BARR Services"); and

WHEREAS, the Bill and Melinda Gates Foundation (the "FOUNDATION") funds and supports Networks of School Improvement (NSI) to enhance educational opportunities for Black, Latinx, and low-income students; and

WHEREAS, the FOUNDATION awarded BARR a grant intended to allow participating schools the opportunity to obtain BARR Services and to participate in an NSI project for the purpose of increasing college-ready, on-track rates for Black, Latinx and low-income students (the "Grant"); and

WHEREAS, DISTRICT desires to receive BARR Services and NSI support through the Grant to increase college-ready, on-track rates for its Black, Latinx and low-income students; and

WHEREAS, DISTRICT agrees and understands that sharing Data with BARR and BARR's Data Sharing Partner for use in evaluating the services and materials provided under this Agreement will benefit DISTRICT and its students, as well as other school districts and their students, by providing objective information for measuring student outcomes and for improving the services and materials provided by BARR; and

WHEREAS BARR and DISTRICT desire and intend this Agreement to define the terms under which BARR will provide BARR Services to SCHOOL and SCHOOL will participate in the Grant-funded NSI program to increase college-ready, on-track rates for its Black, Latinx and low-income students.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the consideration of which is hereby specifically acknowledged, the parties agree as follows:

1. **Scope of Work and Services Provided by BARR.** Pursuant to the Grant funding, BARR will provide to SCHOOL BARR Services and accompanying BARR Materials identified in Exhibit A (“ BARR Services and Materials”). BARR may engage subcontractors at its discretion to assist in providing BARR Services and Materials contemplated under this Agreement. In addition, BARR will facilitate the NSI project.

2. **DISTRICT Obligations.** In consideration for the BARR Services, Materials, and NSI support SCHOOL will receive, DISTRICT agrees to fully and with fidelity use all BARR Services and Materials, and to work cooperatively with BARR representatives to implement the BARR model at SCHOOL. SCHOOL also agrees to participate fully to carry out all commitments for the NSI project as defined in Exhibit B (“School Commitments”).

3. **Term.** The term of this Agreement is five years and shall be effective through the completion of the 2023-2024 school year.

4. **Payment for BARR Services.** BARR training and coaching services, as well as costs associated with participation in the NSI project, will be provided at no cost to the SCHOOL at the DISTRICT, and the DISTRICT assumes the risk of reduction or elimination of the funding from the NSI pursuant to the Grant.

5. **Payment to DISTRICT.** Grant will provide funding to DISTRICT to offset expenses the SCHOOL may incur throughout the project as defined in Exhibit C (“School Funding”), and the DISTRICT assumes the risk of reduction or elimination of the funding from the NSI pursuant to the Grant.

6. **Independent Status of DISTRICT and BARR.** BARR is and shall remain an independent contractor vis-à-vis the DISTRICT. Neither BARR nor DISTRICT shall be considered an agent, employee, representative, joint venturer or partner of the other. Neither BARR nor DISTRICT has the authority to enter into any agreement, commitment or understanding on behalf of the other. Neither BARR nor DISTRICT may bind the other in any manner. BARR and DISTRICT each independently, are and shall be, solely responsible for the payment of all federal, state and local taxes or fees, with respect to any and all compensation paid to BARR by the FOUNDATION, or by DISTRICT related to any of the Services contemplated under this Agreement, including estimated income, employment or self-employment taxes, if applicable.

7. **Insurance.** Each party shall be responsible for securing its own insurance and shall provide a copy of its insurance binder to the other. BARR agrees to maintain the following insurance during the term of this Agreement:

- i. Commercial General Liability. Commercial General Liability insurance including coverage for bodily injury and property damage with limits not less than \$2,000,000 each occurrence and \$4,000,000 annual aggregate.
- ii. Automobile Liability. Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- iii. Workers' Compensation. Workers' Compensation insurance as required by statute for all employers and employer's liability insurance with limits of not less than \$1,000,000 per incident.

8. **Ownership of Confidential and Copyrighted Information.** BARR or its licensor(s) is and shall remain the owner of all copyright and intellectual property rights to the BARR Materials. DISTRICT and SCHOOL acknowledge and agree that the BARR Materials are protected by copyright and the intellectual property rights of the author/licensor of the BARR Materials. Any intellectual property or materials created in the performance of this Agreement, shall remain the property of BARR and/or the author/licensor. DISTRICT and SCHOOL shall not copy, reproduce, distribute or display any of the BARR Materials in any format or media other than as expressly authorized by BARR. DISTRICT and SCHOOL further agree that it has no right to publish or reproduce in any manner materials or that is subject to copyright protections of the owner/licensor of the BARR Materials and/or to the Licensing Agreement between BARR and the author/licensor of the BARR Materials. DISTRICT and SCHOOL may and shall use only those BARR Materials provided to SCHOOL by BARR.

9. **Data Sharing.** DISTRICT and BARR agree that they shall work cooperatively with Double Line, Inc., the Data Sourcing Partner of the FOUNDATION, to provide Data as identified and required to be shared in Exhibit D (Data Sharing Addendum) for the purpose of evaluating all NSI projects funded by the FOUNDATION. The DISTRICT and SCHOOL will provide aggregate data to BARR for the purpose of creating aggregate reports of outcome measures related to the Services and Materials provided by BARR to SCHOOL under this Agreement. DISTRICT and SCHOOL agree to supply, produce and make accessible and available to BARR's Data Sourcing Partner all Data identified and required to be shared in Exhibit D.

10. **Data; Survey Results.** BARR or its subcontractors shall own all reports, survey results and Data prepared, developed or collected in the performance of the

Services hereunder, provided that (except in the course of performing BARR Services for DISTRICT and SCHOOL hereunder) BARR shall not reproduce, publish, distribute, display or otherwise use any such reports, survey results or Data other than in the aggregate and without any identifying information for SCHOOL or for any student of SCHOOL or any other individual to which any such reports, survey results or Data relate.

11. **Records of Students.** Student educational records for students of DISTRICT are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). DISTRICT and SCHOOL will not provide any student educational records to BARR, and BARR will not seek to obtain any such information from SCHOOL and DISTRICT.

12. **Record Retention and Audits.** BARR will retain all records relating to BARR Services performed for SCHOOL under SCHOOL's Subscription for a period of three (3) years after the expiration or earlier termination of this Agreement. Upon notice from DISTRICT at any time during such a three (3) year period, BARR shall make available any such records for inspection, audit, and copying by SCHOOL and its designated agents and representatives.

13. **E Verify.** BARR warrants that it will comply fully with all applicable federal immigration laws and regulations that relate to their respective employees assigned to perform BARR Services, including verification of employee eligibility through the e-verify program.

14. **Nondiscrimination.** BARR will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the American with Disabilities Act, Title VII of the Civil Rights Act, and the Age Discrimination in Employment Act, in connection with the hiring, assignment and retention of their respective employees assigned to perform BARR Services, including compliance with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

15. **Background Checks.** BARR will require its respective employees assigned to perform BARR Services to observe and comply with all applicable security procedures, rules, regulations, policies, and working hours and schedules of DISTRICT. BARR will obtain and provide background checks, including, without limitation, reference checks, screening and fingerprinting, for each employee assigned to perform BARR Services. If any employee assigned by BARR is unacceptable to DISTRICT, BARR will take appropriate corrective action, including but not limited to the replacement of that employee with another employee who is acceptable to DISTRICT.

16. **Limitations on Liability.** NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER

CAUSED AND, WHETHER IN CONTRACT, AGREEMENT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

17. **Termination.** Either party may terminate this Agreement if the other party breaches any term hereof and fails to cure such breach within thirty (30) days after written notice from the nonbreaching party. In the event of the termination of this Agreement, BARR will immediately cease and direct any subcontractor of BARR to cease the performance of all services hereunder.

18. **Advertising: Use of Name.** Unless this Agreement is terminated by DISTRICT for an uncured breach by BARR, BARR and its subcontractors and agents may refer to DISTRICT's SCHOOL as a BARR SCHOOL and as a subscriber to the BARR Model in any advertising or marketing materials or in any correspondence with other clients or potential clients. DISTRICT and SCHOOL acknowledges and agrees that it has no right to use BARR's corporate name or any derivations thereof, copyrights, logos, slogans, or other intellectual property, or to represent any ownership or joint venture with BARR.

19. **Entire Agreement.** This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede any and all prior negotiations, discussions or agreements, whether oral or written, with respect to the same subject matter. This Agreement may be modified or amended only by a writing signed by both parties.

20. **Notices.** All notices under this Agreement shall be in writing and delivered by hand, delivered by a national overnight courier service (such as Federal Express) with confirmation of receipt, deposited, postage prepaid, in first-class United States Postal Service, registered and return receipt requested addressed as follows or to such other address as a Party may designate in writing in accordance with this Section:

If to BARR: BARR Center, Inc.
5115 Excelsior Blvd., #476
St. Louis Park, MN 55416

If to DISTRICT: Perris Union High School District
155 E 4th Street
Perris, CA 92570

21. **Assignment.** Neither party may assign this Agreement or any rights, obligations or duties hereunder without the prior written consent of the other.

22. **Waiver.** The failure or delay of either party in enforcing any term or requiring any payment or performance hereunder shall not constitute a waiver of such term or requirement.

23. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

24. **Governing Law.** This Agreement is made in Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

25. **Survival.** All provisions of this Agreement that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Agreement.

IN WITNESS WHEREOF, BARR and DISTRICT and SCHOOL have entered into this Agreement as of the date first above written.

BARR Center, Inc.

Dated:

By:

Its: _____

Perris Union High School District

Dated:

By:

Its: _____

BARR ACCOUNTING USE ONLY

Contract #: NSI022CAC1N
Cost Center: J-NSI Class - 1112
Up To a Maximum Contract
Amount: \$ 33,000.00

EXHIBIT A

SERVICES PROVIDED BY BARR

School years 2019-20, 2020-21, 2021-22, and 2022-23

BARR Services to be provided by BARR during the first four (4) years of BARR Implementation

- Eight days of in-person training, with two days of training provided each year for all staff involved in BARR implementation across grades 9-12
- Weekly virtual coaching
- Fourteen on-site coaching visits, with four in years one and two and three in each of years three and four
- Fourteen comprehensive implementation reports, with four in years one and two and three in each of years three and four
- Annual report generated through the BARR National Database that reflects progress in implementation, academic, and behavioral outcomes
- Annual survey and analysis of teacher perceptions
- Annual survey and analysis of student perceptions
- BARR Coordinator's monthly peer-learning Professional Learning Community webinars
- BARR Administrator's quarterly peer-learning Professional Learning Community webinars
- Membership to the BARR Educator Network
- BARR Model Implementation Manual: 3 hard copies and DVD/CD-ROMs
- I-Time Curriculum (Volume 1): 20 hard copies with 37 classroom lessons
- I-Time classroom lessons: online access to Volumes 1-3 with 100+ lessons
- Online access to video trainings for school staff: Block Meetings, Risk Review Meetings, and I-Time Activities
- Individualized school webpage on the BARRcenter.org website
- BARR member rate access for registration to the BARR National Conference
- Access to BARR Center communications support to highlight individualized school impacts through press and social media outreach and presentation opportunities
- Access to the BARR online resource portal

School years 2023-24

BARR Services to be provided by BARR annually after completion of an initial four (4) years of BARR Implementation

- Five complimentary registrations for regional BARR Implementation Trainings
- One on-site coaching visit each year
- Weekly virtual coaching
- Annual report generated through the BARR National Database that reflects progress in implementation, academic, and behavioral outcomes
- Annual survey and analysis of teacher perceptions
- Annual survey and analysis of student perceptions
- BARR Coordinator's monthly peer-learning Professional Learning Community webinars

- BARR Administrator's quarterly peer-learning Professional Learning Community webinars
- BARR member rate access for registration to the BARR National Conference
- Individualized school webpage on the BARRcenter.org website
- Access to BARR Center communications support to highlight individualized school impacts through press and social media outreach and presentation opportunities
- Access to the BARR online resource portal

School years 2019-20, 2020-21, 2021-22, 2022-23, and 2023-24

NSI services to be provided by BARR

- BARR will serve as the liaison between the NSI network and the Bill and Melinda Gates Foundation during years 1-5
- Registration and travel expenses for four individuals from each school to attend one national in-person gathering (BARR National Conference) in years 1-3 of the grant and for two individuals from each school to attend one national in-person gathering (BARR National Conference) in years 4-5 of the grant
- Registration and travel expenses for four individuals from each school to attend two regional in-person gatherings in years 2-3 of the grant and for two individuals from each school to attend two regional in-person gatherings in years 4-5 of the grant
- Monthly virtual gatherings of the NSI schools during years 2-5
- Training in improvement science methods and support to plan and implement PDSA cycles during years 2-5

EXHIBIT B

NSI PROJECT **SCHOOL COMMITMENTS**

School years 2019-20, 2020-21, 2021-22, 2022-23, and 2023-24 **School Commitments for NSI Project**

- Designate and support a building level BARR Coordinator who will oversee the implementation of the BARR model in 9th grade and assist with the use of BARR strategies in grades 10-12
- Provide time for BARR teachers to meet; ideally two meetings per week
- Complete BARR training for selected staff in grades 9 -12
- Implement BARR with fidelity in 9th grade, with a schoolwide focus of students being college ready
- Form a school level NSI team with a minimum of four educators who lead the NSI work at the school
- Learn and use continuous improvement methods to increase college ready on-track rates
- Attend BARR National Conference and meet with other NSI teams in year 1
- Starting in year 2, meet with other school teams as part of a national NSI led by BARR Center staff. All school teams will meet virtually on a monthly basis and in-person three times each year (twice at two regional meetings and once at the BARR National Conference)
- Report aggregate Data on a regular basis to BARR Center, and de-identified student-level Data annually to Double Line (see DSA Addendum)

EXHIBIT C

SCHOOL FUNDING

Participating SCHOOL in DISTRICT will receive funding each year to offset expenses that may occur as a result of participating in the NSI project. DISTRICT and SCHOOL shall work with the BARR team to create a budget that describes the proposed uses of these funds on an annual basis. Funding shall be dependent upon BARR approving SCHOOL's budget and BARR receiving receipts/documentation for approved expenses.

Reimbursement Funding Provided to School

- The school Year 2019-2020 \$8,500 (Any unspent amount will roll over to the 2020-2021 School Year.)
- School Year 2020-2021 Up to \$8,500 (Unspent Funds DO NOT roll over to 2021-2022 School Year.)
- School Year 2021-2022 Up to \$8,500 (Unspent Funds DO NOT roll over to 2022-2023 School Year.)
- School Year 2022-2023 Up to \$5,000 (Unspent Funds DO NOT roll over to 2023-2024 School Year.)
- School Year 2023-2024 Up to \$2,500 (Unspent Funds DO NOT roll over to 2024-2025 School Year.)

In consideration for the Work to be performed by SCHOOL in DISTRICT, BARR agrees to pay DISTRICT, as deliverables are achieved and expenses are incurred by SCHOOL in DISTRICT, a total amount not to exceed \$33,000.00 (the "Maximum Contract Price").

EXHIBIT D

DATA SHARING ADDENDUM

1. **Purpose.** Double Line, Inc., named in this Addendum the “Data Sourcing Partner” by way of its Master Services Agreement with the Bill & Melinda Gates Foundation (the “Foundation”), will use the DISTRICT “Data” (defined below) for the purpose of facilitating Networks for School Improvement. This Data will be used by Data Sourcing Partner to create aggregate reports of outcome measures by school and subgroup to the Foundation in accordance with the measurement requirements outlined in BARR Center’s Networks for School Improvement Grant Agreement and in the Measurement & Evaluation, Data Access and Use, and Results Framework & Tracker sections of BARR Center’s Grant Proposal Narrative submitted to and accepted by the Foundation.

2. **Data To Be Shared.** To further the achievement of the above-stated purposes, Data Sourcing Partner will collect and house Data supplied by DISTRICT as follows:

- A. Data Sourcing Partner will not collect any personally identifiable information (“PII”). PII is defined as student name, name of student’s parent(s) or family members, the address of the student or student’s family, student email address, a personal identifier (such as the student’s Social Security number, student number, or biometric record), student date of birth, and student telephone number.
- B. Data Sourcing Partner will work with DISTRICT and BARR Center to collect student-level Data from SCHOOL, including student demographics and student outcome Data as outlined below, with PII removed.
- C. All student level Data will be delivered to Data Sourcing Partner using unique student identification numbers (“GUID”) generated by the DISTRICT in line with instructions from the Data Sourcing Partner. The GUIDs will attach to student Data consistently throughout the project, permitting measurement over time, across multiple collections of Data. The link between PII and GUID will not be disclosed to the Data Sourcing Partner at any time.
- D. Data Sourcing Partner will specify the format for Data collection.
- E. The Data that the DISTRICT will provide to Data Sourcing Partner includes the following:
 - a. Student level demographic and program information will include race, ethnicity, low-income status, sex or gender, special education status, and limited English proficiency status.

- b. Associated student information will include a school identification number, a GUID, school year term, school year, and grade level of the student.
 - c. Student level outcome measures will include such measures as grade point average, average daily attendance and chronic absence, assessment scores, advanced course enrollment, course failures, suspensions, and graduation information. If any additional Data measures are identified, they will be added through an amendment to this agreement.
- F. Aggregate Data shared by Data Sourcing Partner with the Foundation may also subsequently be shared with Networks for School Improvement Support Partners to facilitate their respective roles within the Networks for School Improvement.

These Support Partners include:

- a. Partners for Network Improvement (PNI)
 - b. Catalyst: Ed
 - c. The Columbia University Center for Public Research and Leadership (CPRL)
- G. It is anticipated that Data Sourcing Partner also will need to share student-level Data with one or more Networks for School Improvement Summative Partners, as they are identified by the Foundation, so that they may perform analysis of the Data to draw any conclusions regarding the effectiveness of Networks for School Improvement activities. As these Summative Partners are identified, DISTRICT and BARR Center shall be notified.

3. **Method of Transfer and Sharing.** SCHOOL, DISTRICT, and Data Sourcing Partner shall use a secure, mutually agreed upon means and schedule for transferring the Data. The DISTRICT will create Data extracts and validate the Data. Extracts will be updated using a mutually agreed-upon schedule. Data may be transferred electronically to or from the parties only if a secure Data transfer protocol can be implemented that satisfies both parties.

4. **DISTRICT's Responsibilities.** DISTRICT shall provide Data Sourcing Partner with access to the Data consistent with law, regulations, rules, and contractual obligations, and the terms and conditions of this Addendum.

5. **Data Sourcing Partner's Responsibilities.** Data Sourcing Partner shall:

- A. Protect the Data. Data Sourcing Partner must ensure the security and confidentiality of the Data and protect the Data from being accessed, used, disclosed, or stored in a manner other than as provided in this addendum.
- B. FERPA. No PII will be transmitted to or stored by Data Sourcing Partner for any student. If in the course of providing services during the term of the addendum, Data Sourcing Partner has access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA) and the regulations promulgated thereunder, such information would be considered confidential and therefore protected. To the extent that Data Sourcing Partner has access to “education records” under this addendum, it is deemed an organization conducting studies for, or on behalf of, DISTRICT. Data Sourcing Partner agrees that it shall not use education records for any purpose other than in the performance of this addendum.
- C. Use the Data only for the stated purpose. Data Sourcing Partner will use the Data provided under this addendum solely for the purpose identified in §1 above. Data Sourcing Partner will use any information which could potentially allow the identification of any individual only for the purpose of creating the Data sets using aggregate Data and analyzing the Data.
- D. Limit access. The Data provided under this Addendum may be provided only to authorized users of the entities identified in this Addendum, or to the agents and contractors of the Data Sourcing Partner who require access to the Data to perform the intended activities on behalf of Data Sourcing Partner. Agents and contractors must agree in writing to limit the use of Data under the same or more stringent terms and conditions of this Addendum.
- E. Minimize Data requests, usage, and disclosures. Data Sourcing Partner will request, use, and disclose only the minimum amount of Data necessary to fulfill the purposes of this addendum.
- F. Not disclose the Data except as expressly permitted in this addendum or as required by law. Except as otherwise provided in this Addendum, Data Sourcing Partner will not disclose the Data to others.
- H. Exceptions. Data Sourcing Partner shall not be required to notify DISTRICT of under this section only when:
 - a. Data was already in Data Sourcing Partner’s possession without an obligation of confidentiality;
 - b. Data was developed independently by Data Sourcing Partner;

- c. Data was obtained from a source other than DISTRICT without an obligation of confidentiality; or
- d. Data that or is publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by the Data Sourcing Partner).
- e. Comply with retention and disposal schedules. Data Sourcing Partner must destroy the Data, including copies of the Data, upon completion of the purpose stated in Section 1 of this Addendum consistent with direction from the DISTRICT and applicable law. Data Sourcing Partner must provide written certification of Data destruction if requested by DISTRICT.

By signing below, BARR, DISTRICT, and SCHOOL agree to be bound by all the terms and conditions of this Addendum.

BARR Center, Inc.

Dated:

By:

Its: _____

Perris Union High School District

Dated:

By:

Its: _____

Double Line, Inc.

Dated:

By:

Its: _____