

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

3939 Thirteenth Street
Riverside, CA 92501

**AGREEMENT FOR PARTICIPATION IN THE
RIVERSIDE COUNTY EDUCATION COLLABORATIVE (RCEC)
COLLEGE AND CAREER READINESS**

This Agreement is entered into by and between, **Riverside County Superintendent of Schools**, hereinafter referred to as “SUPERINTENDENT,” and **Perris Union High School District**, hereinafter referred to as “DISTRICT”, each being a “Party” and collectively the “Parties”.

RECITALS

Riverside County Education Collaborative (RCEC) is a grassroots movement in southern California with diverse cross-sector leadership throughout the Riverside County areas. Representing members from area school districts, higher education, city/county officials, and private industry, RCEC collectively commits to goals geared to increase postsecondary access and attainment in our community. The RCEC collaborative of five dedicated districts intends to use this award to create the most effective implementation of California College Guidance Initiative (CCGI) to help facilitate success methods to expand CCGI locally and statewide. These implementation plans will be well documented through use of Improvement Science tools including process maps that can be shared and viewed by other CCGI partnership districts statewide. It will also further the mission of providing equitable and systemic college and career lessons as well as activities to all students in California.

Our goal is to create focused CCGI site leaders for all RCEC campuses within the five districts. These site leaders will either be a school counselor, teacher on special assignment, or college and career technician. This will be achieved by utilizing a process map for the structure of their support and implementing a plan, do, study, act (PDSA) system to their work so we can identify the most effective site level practices. Funding from College Futures Foundation will allow RCEC to provide systemic countywide implementation and focus of college and career awareness, planning, and enrollment information to create a seamless transition for students to their postsecondary option. Funding will help the development of a sustainable model for effective CCGI utilization after the two-year College Futures Funding ends.

RCEC membership consists of representatives from SUPERINTENDENT, University of California Riverside (UCR), Mt. San Jacinto Community College (MSJC), Moreno Valley College (MVC), Moreno Valley Unified School District (MVUSD), Murrieta Valley Unified School District (MVUSD), Perris Union High School District (PUHSD), Temecula Valley Unified School District (TVUSD), Val Verde Unified School District (VVUSD), AVID Center, and CollegeBoard. At the center of this network, includes a strong partnership between local area school districts and SUPERINTENDENT with participating LEA members. Each partner has created and committed both school site and district level teams to focus on the college and career readiness initiatives. District level of commitment includes monthly meetings, participation in extended professional development, and participation in all RCEC focused initiatives (ex: College Signing Day). As these partnerships become stronger and we solidify our commitments, it is anticipated that the work of RCEC will evolve and will be influenced by additional membership and partnerships.

As the collaborative facilitator and county office, SUPERINTENDENT has the opportunity to work alongside 23 school districts to assist in the development of their LCAP accountability plans and to advise them on equitable and necessary allocation of resources to support college and career readiness impact. Successful practices are identified through regular analysis of countywide data available through existing data sharing agreements with all 23 districts in Riverside County. A number of strategic partnerships have been built with external agencies such as Michelle Obama’s Reach Higher initiatives through the Civic Nation Foundation, National Student Clearinghouse, California Student Aid Commission, CollegeBoard, and CalPass Plus. These partnerships allow

for an immense amount of data sharing between partners and enables the leadership group to drive active learning in relation to the strategies identified and implemented by LEAs.

SUPERINTENDENT is the only County Office of Education in California that has data sharing agreements with all 23 districts in Riverside County. This unique data sharing agreement allows SUPERINTENDENT the ability to view student level data and track all students postsecondary enrollment for up to seven years after graduation with National Clearinghouse Student tracker data. SUPERINTENDENT was also the first County Office of Education to fund the cost of National Clearinghouse data for each high school in the county. Schools and districts track college enrollment and persistency data. SUPERINTENDENT is currently coaching other County Offices of Education including San Diego and San Bernardino to provide this service to their schools and stakeholders.

All five RCEC districts have established partnerships with CCGI and currently provide the online platform and milestones to their 6th - 12th grade students. The current utilization plans with each district can vary by grade level and common milestone metrics have not been established as a county. The selection of milestones and data metrics are at the discretion of each school district and utilization and growth by grade level is rarely shared among districts. CCGI utilization data by school district and school site are not considered public information and currently there is no online platform to display CCGI utilization and effectiveness data. We want to address this problem by putting a structure in place so there is consist and effective use of the CCGI dashboard.

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from **July 1, 2018**, to **June 30, 2020**.
2. **SERVICES:** DISTRICT shall perform and provide the following **participation services based on the CCGI platform**, including, but not limited to:
 - A. Develop a comprehensive utilization plan for CCGI.
 - B. Build capacity and support districts in the optimal use of CCGI.
 - C. Differentiated support provided at each district and school site to ensure effective implementation.
 - D. Support districts who are currently using CCGI and expand use and scope.
 - E. Develop processes and procedures at site, district, and county office of education levels.
 - F. Monitor usage at school and district level.
 - G. Support accountability for county goals including college going application, enrollment rates, and FAFSA completion rates.
 - H. Audit University of California/California State University A-G progress by student, school, and district level.
 - I. Propagate best practices statewide.
 - J. **Attachment A, Project Timeline**, is attached hereto and made a part of this Agreement by this reference.
3. **PAYMENT:**
 - A. For and in consideration of the services rendered, SUPERINTENDENT agrees to reimburse DISTRICT for stipends **or** equipment as follows:
 1. **Year 1: 2018-2019: \$16,484.50, not to exceed.**
 2. **Year 2: 2019-2020: \$16,484.50, not to exceed.**
 - B. In no event shall the total payment(s) made under this Agreement exceed the sum of **\$32,969.00, over the next two years**, without a written authorization from SUPERINTENDENT.

- C. In the event DISTRICT receives payment for services under this Agreement which is later disallowed by SUPERINTENDENT due to DISTRICT'S nonconformance with the terms and conditions herein, DISTRICT shall promptly upon request refund the disallowed amount to SUPERINTENDENT or, at its option, SUPERINTENDENT may offset the amount disallowed from any payment due or that becomes due to DISTRICT under any agreement it has with SUPERINTENDENT.
4. **INVOICES:** DISTRICT shall submit invoices to Riverside County Superintendent of Schools, attention: **Accounts Payable**, P.O. Box 868, Riverside, California 92502 or via email to accountspayable@rcoe.us.
 - A. Reimbursements shall be paid upon receipt of a detailed invoice with proper supporting documentation.
5. **SKILLS AND EXPERIENCE:** DISTRICT hereby represents and warrants that it has the skills, experience and knowledge necessary to perform in a competent and timely manner the services to be performed under this Agreement, and DISTRICT acknowledges that SUPERINTENDENT shall rely on such representations by DISTRICT. Acceptance by SUPERINTENDENT of the services performed under this Agreement shall not operate as a release of DISTRICT from responsibility for such services. To the extent DISTRICT assigns the performance of the services to any of its employees, each employee shall, as applicable, hold the proper credentials authorizing him or her to perform such service.
6. **INDEPENDENT CONTRACTOR:** With respect to the services to be performed pursuant to this Agreement, DISTRICT is acting as an independent contractor and not as an agent or employee of SUPERINTENDENT. Any and all personnel performing the services under this Agreement on behalf of DISTRICT shall at all times be under DISTRICT'S exclusive direction and control. DISTRICT shall pay all the wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. DISTRICT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. With respect to the performance of its obligations hereunder, DISTRICT is subject to the control or direction of SUPERINTENDENT merely as to the results to be accomplished and not as the means and methods for accomplishing such results. If DISTRICT is an entity that does not have a permanent place of business in California or is an individual who does not reside in California, and unless an exception applies, all payments from SUPERINTENDENT to DISTRICT pursuant to this Agreement shall be subject to withholding in accordance with Section 18662 of the California Revenue and Taxation Code and/or other applicable law.
7. **SUBCONTRACT:** DISTRICT shall not subcontract the performance of any of the work or services to be performed pursuant to this Agreement without the prior written approval of SUPERINTENDENT. The foregoing shall not be deemed or constructed to require SUPERINTENDENT approval of: (i) agreements of employment between DISTRICT and its employees; or (ii) of subcontracts with Parties named in the proposal by DISTRICT that resulted in this Agreement.
8. **NON-DISCRIMINATION:** DISTRICT shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union relate), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. DISTRICT shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.

9. **INSURANCE:** At all times during the performance of this Agreement, DISTRICT shall maintain in force such insurance policies as provide the coverage required by this Agreement. **All insurance policies required by this Agreement shall name, or be endorsed to name, the Riverside County Superintendent of Schools as additional insured for the purpose of this Agreement.** The Commercial Liability Policy and the Automobile Policy described below must include a waiver by the insurers of any and all subrogation rights against SUPERINTENDENT. In all cases, DISTRICT'S insurance shall be primary, and any insurance providing coverage for SUPERINTENDENT, the Riverside County Board of Education, and/or their respective officers, employees and/or agents shall be secondary and non-contributing. Prior to commencing the services required pursuant to this Agreement, DISTRICT must provide to SUPERINTENDENT such certificates issued by DISTRICT'S insurer(s) as evidence that the insurance policies required by this Agreement are in full force and effect, and DISTRICT must provide an updated certificate of insurance to SUPERINTENDENT following each renewal and/or update of such policies. Within fifteen days of any request by SUPERINTENDENT, DISTRICT must provide to SUPERINTENDENT a certified copy of any one or more such insurance policies. DISTRICT shall have in effect any and all insurance as may be required by applicable law. However, notwithstanding anything to the contrary, DISTRICT shall, for purposes of the Agreement, have in effect the following minimum levels of insurance coverage:
- A. **Commercial General Liability:** \$1,000,000 combined single limit, on account of bodily injuries, including death resulting therefrom and property damage resulting from any accident which may arise in the operations of DISTRICT in the performance of the work herein provided.
 - B. **Automobile Insurance:** Equal to state minimum requirements shall be obtained for each vehicle(s) used in the performance of the Agreement covering any personal or property damage which may arise in or out of the Agreement obligation.
 - C. **Workers' Compensation Insurance:** If DISTRICT has employees as defined by the State of California, DISTRICT shall maintain statutory Workers' Compensation Insurance as prescribed by the laws of the State of California.
 - D. **Professional Liability:** \$1,000,000 including coverage for errors and omissions caused by DISTRICT'S negligence in the performance of its duties under this Agreement.
10. **TERMINATION:**
- A. SUPERINTENDENT may terminate this Agreement, in whole or in part, and without need for cause, by giving written notice to DISTRICT stating the extent and effective date of termination. However, if any such termination notice does not set forth a date upon which the termination will take effect, the termination shall take effect on the date that is thirty days after receipt of the notice by DISTRICT. Upon any termination pursuant to this Paragraph A taking effect, DISTRICT shall cease all work and services to the extent specified in the termination notice, and SUPERINTENDENT shall pay DISTRICT, in accordance with this Agreement, for all work and services performed prior to termination.
 - B. DISTRICT shall be in default of its obligations pursuant to this Agreement if DISTRICT refuses or fail to comply, or to timely comply, with any one or more of the provisions of this Agreement. In any such event, SUPERINTENDENT in its sole discretion may provide written notice to DISTRICT setting forth the nature of the default, the actions that DISTRICT must take (if there are any or any are known) in order to cure the default, and the deadline by which DISTRICT must cure the default. If DISTRICT does not cure a default within the time specific in an applicable notice of default, SUPERINTENDENT may terminate this Agreement, in whole or part, by giving written notice of termination to DISTRICT, and the termination shall take place effective immediately upon receipt of such a notice by DISTRICT. In the event of any termination pursuant to this Paragraph B, SUPERINTENDENT may cause the terminated portion of the work to be completed in any manner SUPERINTENDENT deems proper. In the event of any default by DISTRICT or termination by SUPERINTENDENT pursuant to this Paragraph B,

neither Party's remedies shall be limited. Notwithstanding anything to the contrary, in connection with any default by DISTRICT, SUPERINTENDENT in its sole discretion may, by providing written notice to DISTRICT:

1. Discontinue reimbursement to DISTRICT for, and during the period in which DISTRICT is in default, the reimbursement of which DISTRICT shall not be entitled to recover later; and/or
 2. Withholding funds pending a cure for the default; and/or
 3. Offset against any monies billed by DISTRICT but yet unpaid by SUPERINTENDENT.
11. **WAIVER:** Absent an applicable waiver, no failure by a Party to require compliance by the other Party with any provision or requirement of this Agreement shall be deemed or construed to preclude subsequent enforcement of that or any other provision or requirement of this Agreement. Each waiver of any provision, requirement, or breach of this Agreement must be in writing and signed by the waiving Party. Oral waivers shall not be binding or enforceable. Except as expressly provided in the waiver, a waiver of any provision, requirement, or breach shall not be construed as: (i) a waiver of any other provision, requirement, or breach; or (ii) as a continuing waiver.
12. **FORCE MAJEURE:**
- A. In the event DISTRICT is unable to comply with any provisions of this Agreement due to causes beyond its control such as acts of God, acts of war, civil disorders, and other similar acts, DISTRICT shall not be held liable to SUPERINTENDENT for such failure to comply.
 - B. In the event SUPERINTENDENT is unable to comply with any provisions of this Agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, SUPERINTENDENT shall not be held liable to DISTRICT for such failure to comply.
13. **INDEMNIFICATION:** DISTRICT shall save, defend, and hold harmless and indemnify SUPERINTENDENT, the Riverside County Board of Education, and their respective officers, employees and agents, and each of them, with respect to any and all claims, demands, actions, damages, judgements, costs, expenses, (including, without limitation, attorneys' fees), and other liabilities of whatever kind and nature that arise from the negligence, recklessness or willful misconduct of any person in performing work or services pursuant to this Agreement on behalf of DISTRICT, including, without limitation, liabilities attributable to the injury (including death) of any person and/or to the loss or damage of any property. With respect to each act or incident that occurs while this Agreement is in effect, DISTRICT'S obligations pursuant to this section shall survive termination of this Agreement.
14. **ASSIGNMENT:** DISTRICT shall not assign this Agreement or any of its rights or obligations under this Agreement without prior written consent of SUPERINTENDENT, which consent SUPERINTENDENT may grant, condition or deny at its sole discretion. Any assignment by DISTRICT without prior written consent of SUPERINTENDENT shall be void and of no force or effect.
15. **LICENSES/PERMITS:** DISTRICT and, as applicable, each of its employees or agents shall secure and maintain in force at all times while this Agreement is in effect such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services to be provided pursuant to this Agreement.
- A. Attention is directed to the provisions of Business and Professions Code, Division 3, which relates to, among other things, the licensing of certain vocations and professions. DISTRICT and, as applicable, the individuals performing the services required by this Agreement must be licensed, if required, in accordance with the Business and Professions Code and other laws of the State of California.

B. DISTRICT hereby represents that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and DISTRICT warrants that it shall maintain such licenses and permits throughout the term of this Agreement.

16. **CONFLICT OF INTEREST:** DISTRICT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. DISTRICT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by DISTRICT.
17. **DISPUTES:** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement that is not resolved by agreement of the Parties hereto shall be disposed by SUPERINTENDENT, which shall furnish the decision in writing. The decision of SUPERINTENDENT shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. DISTRICT shall in each case proceed diligently with the performance of the Agreement pending SUPERINTENDENT'S decision. As a condition precedent to the filing of any action arising from dispute between the Parties hereto, the Parties shall be obligated to attend and participate in a mediation session with a third party mediator in an attempt to resolve the dispute.
18. **GOVERNING LAW; VENUE; AND SEVERABILITY:** This Agreement shall be governed by and enforced in accordance with the laws of the State of California, notwithstanding any conflict-of-laws, choice-of-laws, or similar provision set forth in any state or federal law. Each action arising from this Agreement shall be filed and conducted only in an applicable state or federal court located in the County of Riverside, California, and the Parties hereto waive any provision of law providing for a change of venue to another location. In the event any provision in 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 without being impaired or invalidated in any way. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing Parties shall be entitled to attorneys' fees in addition to whatever other relief is granted.
19. **COMPLIANCE WITH LAWS AND DIRECTIVES:** Without limiting anything else in this Agreement, DISTRICT must perform the services required by this Agreement in compliance with all applicable federal, state and local laws, regulations, ordinances and other governmental requirements. DISTRICT shall be responsible for ensuring that each of its employees, agents, and other representatives who enter in and upon any of SUPERINTENDENT'S properties fully comply with: (i) all rules, policies or other requirements of SUPERINTENDENT applicable to presence on its property (including, but not limited to, policies prohibiting the use of drugs, alcohol, and tobacco); and (ii) reasonable directives from SUPERINTENDENT'S representatives.
20. **DUE AUTHORITY:** Each person that has signed this Agreement on behalf of a Party hereby represents that he or she has been duly authorized by that Party to sign, and thereby bind that Party to this Agreement.
21. **ENTIRE AGREEMENT:** This Agreement, including any attachments, exhibits, or documents incorporated herein, constitutes the entire understanding and agreement between Parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

- 22. **AMENDMENTS:** This Agreement may only be amended in writing by the mutual consent of the Parties hereto, except that SUPERINTENDENT may amend this Agreement to accomplish the below-listed changes:
 - A. Increases in dollar amounts.
 - B. Administrative changes that do not affect the contractual rights of the Parties.
 - C. Changes as required by law.

- 23. **NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below. Each notice shall be deemed to have been given or served only upon actual receipt by the addressee, and notices may be delivered by one of the following methods: (i) registered or certified United States Mail, postage prepaid by sender and return receipt requested; (ii) FedEx, U.P.S. or other reliable private delivery service, delivery charge paid by sender and signature on delivery receipt required; or (iii) personal delivery, delivery charge paid by sender and signature on delivery receipt required.

SUPERINTENDENT:
Riverside County Office of Education
Contracts and Purchasing Services
3939 Thirteenth Street
Riverside, CA 92501-0868

DISTRICT:
Perris Union High School District
155 East Fourth Street
Perris, CA 92570

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as evidenced by the signatures below of their respective duly-authorized representatives.

Riverside County Superintendent of Schools

Perris Union High School District

Signed _____
 Authorized Signature

Signed _____
 Authorized Signature

 Printed Name and Title

 Printed Name and Title

Date _____

Date _____

ATTACHMENT A
PROJECT TIMELINE

Event/Initiative/Date	Description of Activities
RCEC and CCGI quarterly meetings starting February 2019	Collaborative planning meeting that focuses on the implementation of the data collection by school site and district, status of each milestone metric, and support plan to meet designated goals.
RCEC/CCGI comprehensive and networking training for all RCEC CCGI liaisons February 2019	CCGI liaison training for all RCEC school sites to include site lead orientation to overview their role, non-negotiables, and connect with one another for support and future collaboration. Other trainings components will include the CCGI educator management portal the established timelines for each milestone.
Site level support and verification of implementation plans March 2019	The RCOE and CCGI will connect and visit all RCEC schools through a site or district meeting to ensure all needs and trainings need are met and they are ready for the county data dashboard launch. Data metrics and accuracy will also be reviewed to ensure baseline data including number of students on track for A-G completion are captured.
Launch of the RCEC/CCGI data dashboard March 2019	<p>The RCEC and CCGI data dashboard will be launched on www.rcec.us by grade level and milestones.</p> <p>Riverside County Education Collaborative - RCEC www.rcec.us RCEC is a grassroots movement in southern California with diverse cross-sector leadership throughout Riverside County. The RCEC formed in July 2014 in response to participation in a working session at the U.S. Department of Education.</p>
The RCEC and CCGI team will meet on a monthly basis with each RCEC districts through June 30, 2020	Monthly check-in meetings will take place to support utilization and share best practices. The implementation plan and progress will also take place on a monthly basis as well as addressing any site and district needs.