AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement ("the Agreement") is made and entered into as of DATE, between The Board of Trustees of the Leland Stanford Junior University ("Stanford"), an institution of higher education and trust having corporate powers under the laws of the State of California, and San Leandro Unified School District ("the District"). The work will be conducted by the Stanford Center for Assessment (SCALE), Learning and Equity, of the Stanford University Graduate School of Education.

SCALE will design and deliver professional learning with the following purposes:

- deepen understanding of the design and purpose of on-demand SBAC-like performance tasks
- deepen understanding of what performance tasks like this can elicit from students
- experience the value of collaborative analysis and scoring of student work on performance tasks
- leverage analysis of student work for more responsive instructional practice
- create a strong foundation for future performance task design work

The parties agree as follows:

1. **Services to be Performed**.
   San Leandro Unified School District hereby engages SCALE to render the following services:

   SCALE staff will design and deliver a professional learning experience for San Leandro educators that is wrapped around a performance task implementation and improvement cycle. The professional learning will take place over the course of 4 workshops, with teachers implementing ELA and Math tasks in San Leandro classrooms between the second and third workshop.

   NOTE: The workshops will not include designing tasks from scratch, but will instead begin with a single draft task per grade-level/course that can be revised and then implemented with students, and then revised again based on student work.

   Personnel
   - Theresa Morris: lead facilitator for Workshop 1; virtual facilitator as needed afterward.
   - Jim Malamut: primary facilitator for math teams for Workshops 2-4.
   - ELA content expert (TBD): primary facilitator for ELA teams for Workshops 2-4.
   - Vinci Daro: project director, on-site for as many workshops as possible.

   Start date: October 1, 2017
   End date: July 31, 2018

2. **Price and Payment**.
   The District will pay SCALE $32,200.

   Invoices will be submitted quarterly, once after each workshop.

   Payments should be sent to:

   ATTN Kimberley Anne Kim
   Finance Administrator
   Stanford Graduate School of Education

485 Lasuen Mall, Stanford, California 94305
klatta@stanford.edu
(650) 724-7377 |office

3. **Work Product Ownership (Intellectual Property):**
All pre-existing materials, discoveries, inventions, patents, products developed by Stanford employees and/or agents will remain the exclusive property of Stanford University.

Any materials, discoveries, inventions, patents, products or other information developed by Stanford employees and/or agents in connection with this collaboration will be the exclusive property of Stanford University. Similarly, any materials, discoveries, inventions, patents, products or other information developed by District employees and/or agents in connection with this collaboration without the use of any Stanford information will be the exclusive property of the District.

IF IP LICENSE REQUIRED:

Stanford hereby grants to District a license of sufficient scope to all deliverables produced under this Agreement, to the extent required for District to perform its obligation under this Agreement.

4. **Insurance:**
Stanford University, at its sole cost and expense, shall maintain during the entire term of the Agreement, the following insurance coverages.
   a) Commercial General Liability with limits of $1,000,000 per occurrence;
   b) Commercial Automobile Liability with limits of $1,000,000 Combined Single Limit per accident , including coverage for Owned, Non-owned and Hired Vehicles, and;
   c) Statutory Worker's Compensation, and Employer's Liability with limits of $1,000,000 each accident or disease.

The Program shall provide the District with appropriate certificate(s) of insurance upon request.

Notwithstanding the foregoing, Stanford shall have the right to self-insure any, all or part of the exposures identified in this section.

5. **Indemnification:**
Stanford agrees to indemnify and hold harmless the District, its officers, employees and agents from all claims, liabilities and losses to the extent based on negligent acts or negligent omissions of Stanford, its officers, employees and agents in the performance of this Service Agreement, except to the extent based on the negligence of the District, its officers, employees and agents.

The District agrees to provide Stanford with prompt notice of any such claim or action and to permit Stanford exclusive control of the defense and settlement of any claim or action, and that The District will cooperate fully in such defense.

This provision will survive termination of this Service Agreement.

6. **Confidentiality:**
Stanford will use its best efforts to keep confidential any information provided by the District and marked "Confidential Information," or any oral information conveyed to the Program by the District and followed by a written communication within thirty (30) days that the information is Confidential Information.

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7. **Warranty:**
The Program shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the District's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to the Program on similar projects.

8. **Default:**
The occurrence of any of the following shall constitute a material default under this Agreement:
a. The failure to make a required payment when due.
b. The insolvency or bankruptcy of either party.
c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor of government agency.
d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

9. **Remedies and Termination:**
In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of the Agreement.

10. **Force Majeure:**
If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt

written notice of such event, then the obligation of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrences, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed with the reasonable control of a party if committed, omitted, or causes by such party, or its employees, officers, agents, or affiliates.

11. **Arbitration:**
    Any controversies or disputes arising out of or relation to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event that parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonable centrally located between parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any California court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

12. **Entire Agreement:**
    This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreement between parties.

13. **Amendment:**
    This Agreement may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

14. **Governing Law:**
    This Agreement shall be construed in accordance with the laws of the State of California.

15. **Notice:**

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in Section 2 or to such other address as one party may have furnishes to the other in writing.

16. **Limit of Liability**:
    Each party's liability under this Agreement is limited to the amount in Section 5. No party is liable under this Agreement for indirect damages, including consequential, incidental, specific damages, or lost profits.

17. **Assignability Clause**
    Stanford reserves the right to assign all or a portion of its obligations described in this Agreement to an entity other than SCALE, either within Stanford or external to it, with comparable expertise and skills required to complete the services specified. Such assignment shall be made with no less than 30 days' notice. If SLUSD deems the assignee unqualified or otherwise incapable of performing services to its satisfaction, it may terminate the Agreement in accord with Section 9.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

The parties hereto have executed this Agreement effective 10/1/2017.

San Leandro SCHOOL DISTRICT	**STANFORD UNIVERSITY**
[Signature]	[Signature]
BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____