

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS ON BEHALF OF CALIFORNIA COLLABORATIVE FOR EDUCATIONAL EXCELLENCE 3939 Thirteenth Street

Riverside, CA 92501

CONTRACT FOR EARLY ADOPTER PROFESSIONAL LEARNING NETWORKS

(LCFF Professional Development Training Implementation Plan, Component III)

This Contract ("Contract"), effective, **December 1, 2016**, by and among, **Riverside County Superintendent of Schools on behalf of the California Collaborative for Educational Excellence**, hereinafter referred to as the "CCEE," and [Entity Name], hereinafter referred to as the "LEAD HOST," as well as [add additional entity names as necessary], collectively with LEAD HOST hereinafter referred to "HOSTs,"

NARRATIVE

The purpose of the California Collaborative for Educational Excellence (CCEE) is to advise and assist county offices of education, school districts, and charter schools in achieving the goals set forth in a Local Control Accountability Plan (LCAP) adopted pursuant to the LCFF LAW. One overarching goal of CCEE is to partner with LEAs, and local stakeholders to help support and strengthen cycles of continuous improvement through capacity building and collaboration. The purpose of the Early Adopter Professional Learning Network is to create networks, modeled after professional learning communities, to focus on building capacity and deepening learning around interpreting, understanding, and using the LCFF evaluation rubrics and the LCAP template as tools for continuous improvement.

DEFINITIONS

Acronym or Name	Definition	
CCEE	California Collaborative for Educational Excellence	
COE	County Office of Education	
EAPLN	Early Adopter Professional Learning Networks	
FACILITATOR	Individual chosen to serve as a facilitator for EAPLN	
FTE	Full Time Equivalent	
HOST	Entity chosen to host or co-host EAPLN	
LCAP	Local Control and Accountability Plan	
LCFF	Local Control Funding Formula	
LCFF LAW	Article 4.5 (Commencing with Section 52060) of Chapter 6.1 of Part 28 of	
	Division 4 of the Education Code.	
LEA	Local Education Agency (COE, School District, or Charter School)	
LEAD HOST	Host obligated to organize or host at least 12 EAPLN meetings and receive	
	funding from CCEE	
PARTIES	Riverside County Superintendent of Schools, CCEE, and Hosts	

CONTRACTS

SECTION I Privileges and Obligations of All HOSTs:

- A. <u>Participants</u>. All HOSTs agree to create an EAPLN with no more than twenty (20) participants and no less than five (5) participants.
- B. <u>Facilitators</u>. One or more HOSTs agree to employ or contract with (i) one or more individuals or (ii) one organization to provide one or more individuals to serve as FACILITATORs for the EAPLN. If there is one FACILITATOR, then the FACILITATOR shall work at least half time (0.50 FTE) as the FACILITATOR from January 1, 2017, through June 30, 2016. If there is more than one FACILITATOR, then each FACILITATOR shall work at least 40% of the time (0.40 FTE) as a FACILITATOR from January 1, 2017, through June 30, 2016. Each FACILITATOR must meet the minimum qualifications found in Appendix I (Early Adopter Professional Learning Network Facilitator: Expected Functions and Minimum Qualifications).
- C. <u>Documentation</u>. All HOSTs agree to provide CCEE with any and all requested documentation demonstrating the work performed by the FACILITATORs and the cost of the FACILITATORs.
- D. <u>Participation</u>. All HOSTs agrees to permit any CCEE staff member or representative to attend all or part of any EAPLN meeting as jointly determined by the HOST and CCEE.
- E. <u>Costs</u>. All HOSTs agree to bear all costs that result from this Contract other than those costs outlined in Section IV ("Privileges and Obligations of CCEE").
- F. <u>Litigation</u>. Unless ordered otherwise by a court of competent jurisdiction, if any HOST is or becomes a plaintiff or petitioner, or represents a plaintiff or petitioner, in any lawsuit against CCEE or an LEA, the HOST agrees not to use or introduce any information or content that the HOST only learned from participating in the EAPLN.
- G. <u>Content License</u>. Each HOST agrees to grant CCEE a free, transferable, non-exclusive license to use, reproduce, and distribute all information and content created by the HOST and presented or distributed at EAPLN meetings or as part of communications with or between EAPLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes with respect to other EAPLNs and (ii) the HOST is identified as the creator and owner of the information and content either by including the HOST's name or logo on the information or content. The owner of any information or content maintains ownership of such information or content. The information and content produced, either in whole or in part, by a HOST shall not be copyrighted or patented by CCEE in the United States or in any country without written consent of the HOST. This Section I(G) does not grant CCEE a license with respect to any proprietary information and content created by a third party who is not a HOST or FACILITATOR.
- H. <u>Partial Satisfaction</u>. Acceptance by CCEE of some obligations to be satisfied by the HOSTs under this Contract does not operate as a release from any remaining obligations under this Contract.

I. <u>Invoices.</u> Each HOST, as appropriate, shall submit invoices pursuant to Section IV(A) to the Riverside County Superintendent of Schools, attention: **Accounts Payable**, P.O. Box 868, Riverside, California 92502 or via email to accountspayable@rcoe.us.

SECTION II Privileges and Obligations of LEAD HOST:

- A. <u>Meetings</u>. LEAD HOST agrees to host or organize at least twelve (12) EAPLN meetings between January 1, 2017, and June 30, 2017. No two EAPLN meetings can occur on the same day.
- B. <u>Partial Satisfaction</u>. Acceptance by CCEE of some obligations to be satisfied by the LEAD HOST under this Contract does not operate as a release from any remaining obligations under this Contract.

SECTION III Privileges and Obligations of FACILITATORs, to be enforced by HOSTs:

- A. <u>Duties</u>. Any HOST that employs or contracts with a FACILITATOR shall require the FACILITATOR to perform the duties outlined in Appendix I (Early Adopter Professional Learning Network Facilitator: Expected Functions and Minimum Qualifications), which include, but are not limited to, the following:
 - 1. <u>Meeting Outline</u>. Any HOST that employs or contracts with a FACILITATOR shall require the FACILITATOR to provide CCEE with an outline and/or syllabus of what the FACILITATOR intends to do during each EAPLN meeting.
 - 2. <u>Meeting Documents</u>. Any HOST that employs or contracts with a FACILITATOR shall require the FACILITATOR to provide CCEE with all documents distributed to EAPLN participants.
 - 3. <u>Attendance</u>. Any HOST that employs or contracts with a FACILITATOR shall require the FACILITATOR to collect attendance at all EAPLN meetings as jointly determined by the HOST and CCEE.
 - 4. <u>Evaluation</u>. Any HOST that employs or contracts with a FACILITATOR shall require the FACILITATOR to administer all evaluation instruments (e.g., surveys) to all EAPLN participants and to provide the responses to CCEE as jointly determined be the HOST and CCEE. Any HOST that employs or contracts with a FACILITATOR shall require the FACILITATOR to participate in all focus groups as jointly determined by the HOST and CCEE.
 - 5. <u>Professional Learning Exchanges</u>. Any HOST that employs or contracts with a FACILITATOR shall require the FACILITATOR to attend all Professional Learning Exchange meetings.

- 6. <u>Trainings</u>. Any HOST that employs or contracts with a FACILITATOR shall require the FACILITATOR to fully attend a two-day training in December 2016. CCEE will provide each HOST with advanced notice confirmation of the location, date and time of this training.
- B. <u>Participation</u>. Any HOST that employs or contracts with a FACILITATOR shall require the FACILITATOR to permit any CCEE staff member or representative to attend all or part of any EAPLN meeting as jointly determined by the HOST and CCEE.
- C. <u>Litigation</u>. Unless ordered otherwise by a court of competent jurisdiction, if any FACILITATOR is a plaintiff or petitioner, or represents a plaintiff or petitioner, in any lawsuit against CCEE or an LEA, HOST shall prohibit FACILITATOR from using or introducing any information or content that the FACILITATOR only learned from participating in the EAPLN.
- D. <u>Content License</u>. Any HOST that employs or contracts with a FACILITATOR shall require the FACILITATOR to grant CCEE a free, transferable, non-exclusive license to use, reproduce, and distribute all information and content created by the FACILITATOR and presented or distributed at EAPLN meetings or as part of communications with or between EAPLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes with respect to other EAPLNs and (ii) the FACILITATOR or appropriate HOST is identified as the creator and owner of the information and content either by including the FACILITATOR or appropriate HOST's name or logo on the information or content. The owner of any information or content maintains ownership of such information or content. The information and content produced, either in whole or in part, by a FACILITATOR shall not be copyrighted or patented by CCEE in the United States or in any country without written consent of the HOST. This Section III(D) does not grant CCEE a license with respect to any proprietary information and content created by a third party who is not a HOST or FACILITATOR.
- E. <u>Partial Satisfaction</u>. Acceptance by CCEE of some obligations to be satisfied by the HOSTs and FACILITATORs under this Contract does not operate as a release from any remaining obligations under this Contract.

SECTION IV Privileges and Obligations of CCEE:

A. <u>Funding</u>. CCEE agrees to provide each HOST with below amounts: [LEAD HOST]: \$[enter amount]
[HOST]: \$[enter amount]
[HOST]: \$[enter amount]
[HOST]: \$[enter amount]

The CCEE shall provide each HOST its respective amount in accordance with the following schedule:

» 50% of the funds after submission of attendance information for the first EAPLN meeting

- » 25% of the funds after submission of attendance information for the second through sixth EAPLN meeting
- » 25% of the funds after submission of attendance information for the seventh through twelfth EAPLN meeting
- B. <u>Additional Costs</u>. CCEE agrees to reimburse the appropriate HOST for travel and lodging costs for a FACILITATOR not otherwise paid for by CCEE that the HOST incurs for attendance by the FACILITATOR at Professional Learning Exchange meetings, for attendance at the two-day training in December 2016, and for participation in CCEE focus groups. The total reimbursement amount shall not exceed \$5,000 per FACILITATOR per fiscal year.
- C. <u>No Other Financial Obligations</u>. CCEE has no financial obligation to any HOST other than those detailed in this Section IV.
- D. <u>Content License</u>. CCEE agrees to grant each HOST a free, non-transferable, nonassignable, non-exclusive license with respect to all information and content CCEE develops with or for use by a FACILITATOR or with or by EAPLN participants. Such a license only permits each HOST to use or present the information and content as part of their responsibilities as a HOST.

SECTION V Conditions for Contract to Become Effective:

This Contract shall only take effect and become enforceable by and on the PARTIES once <u>all</u> of the following conditions are met.

- A. <u>Department of Finance Approval</u>. The Department of Finance approves the LCFF Professional Development Training Implementation Plan in accordance with Assembly Bill No. 1624 (Stats. 2016. Ch. 319). Evidence of approval shall be appended to this Contract as <u>Addendum A</u> and shall be incorporated as part of this Contract.
- B. <u>Approval of Purpose</u>. CCEE determines that the purpose of the EAPLN is consistent with the legislative intent of Section 46 of Senate Bill No. 828 (Stats. 2016. Ch. 29) and that the purpose of the EAPLN is to focus on and support a continuous improvement process rather than a specific program, project, or service. A summary of the purpose of the EAPLN approved by CCEE shall be appended to this Contract as <u>Addendum B</u> and shall be incorporated as part of this Contract.
- C. <u>Approval of Facilitators</u>. CCEE determines that each FACILITATOR employed or contracted by each HOST possesses the minimum qualifications found in Appendix I (Early Adopter Professional Learning Network Facilitator: Expected Functions and Minimum Qualifications). The resume of each FACILITATOR shall be jointly appended to this Contract as <u>Addendum C</u> and shall be jointly incorporated as part of this Contract.
- D. <u>Meeting Information</u>. By November 10, 2016, LEAD HOST provides CCEE with all information regarding EAPLN meeting dates, start times, duration, and location (either virtual or physical). LEAD HOST must immediate notify CCEE of any subsequent changes

to the meeting dates, start times, duration, or locations for this condition to be met. This information shall be appended to this Contract as <u>Addendum D</u> and shall be incorporated as part of this Contract.

- E. <u>Participants</u>. By November 10, 2016, LEAD HOST provides CCEE with confirmation of the EAPLN participants. CCEE shall provide LEAD HOST with a form for each participant to sign confirming his or her participation in the EAPLN and confirming each participant's agreement to respond to all evaluation instruments (including, but not limited, to surveys) and participate in all focus groups in accordance with direction and instructions jointly determined by the LEAD HOST and CCEE. All participant confirmation forms shall be jointly appended to this Contract as <u>Addendum E</u> and shall be jointly incorporated as part of this Contract.
- F. <u>Facilitator Contract</u>. By November 10, 2016, each HOST that employs or contracts for a FACILITATOR provides CCEE with proof of a signed employment agreement or contract between the HOST and (i) the FACILITATOR or (ii) the organization(s) providing the FACILITATOR. All employment agreements and contracts shall be jointly appended to this Contract as <u>Addendum F</u> and shall be jointly incorporated as part of this Contract.
- G. <u>Approval of Cost</u>. CCEE determines that the amount paid to all HOSTs pursuant to Section IV(A) is no greater than the cost that would be incurred for providing a single half-time FACILITATOR from January 1, 2017, through June 30, 2017 and for the FACILITATORS to attend the two-day training in December 2016.

SECTION VI Further agreement by the PARTIES:

- A. <u>Term</u>. The term of this Contract shall be from <u>December 1, 2016</u> through <u>June 30, 2017</u>.
- B. <u>Skills & Experience</u>. It is understood that all HOSTs and FACILITATORs have the skills, experience and knowledge to satisfy the obligations agreed to under this Contract, and that CCEE relies upon each HOST's representations about its skills, experience and knowledge and the skills, experience and knowledge of FACILITATORs to satisfy each HOST's obligations in a competent manner.
- C. <u>Disallowed for Nonconformance</u>. In the event a HOST receives any payment under this Contract which is later disallowed by CCEE for nonconformance with the terms and conditions herein, the HOST shall promptly refund the disallowed amount to CCEE on request, or at its option, CCEE may offset the amount disallowed from any payment due to the HOST under any contract with CCEE.
- D. <u>Independent Contractor</u>. It is agreed that each HOST and all officers, employees and agents of each HOST are acting as an independent contractor of CCEE and not as a partner, joint venturer, agent or employee of CCEE. Personnel tasked by each HOST with ensuring satisfaction of the obligations under this Contract shall at all times be under the HOST'S exclusive direction and control. Each HOST shall pay all the wages, salaries and other amounts due such personnel in connection with satisfying its obligations under this Contract and as required by law. Each HOST 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. It is further understood and agreed by the PARTIES hereto that each HOST in the satisfaction of its obligations hereunder is subject to the control or direction of CCEE merely as to the result to be accomplished by the obligations hereunder agreed to be rendered, performed, and satisfied, and not as to the means and methods for accomplishing the results. It is agreed that CCEE will not withhold any federal or state income tax from payment made pursuant to this Contract, but will provide all HOSTs with a statement of earnings at the end of each calendar year if necessary.

- E. <u>No Third Party Beneficiaries</u>. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of any third party against either the CCEE or any HOST.
- F. <u>Non-Discrimination</u>: No HOST shall discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religion, color, national origin, ancestry, disability, medical condition, marital status or gender, gender identity, gender expression, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code Section 422.55, or any other protected characteristic in the satisfaction of this Contract, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et. seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352), and the Americans with Disabilities Act of 1990 (42 U.S.C. § 1210 *et seq.*).
- G. <u>Insurance</u>. Each HOST shall maintain in force at all times during the satisfaction of the Contract, insurance policies evidencing coverage during the entire term of the Contract.
 - 1. Commercial General Liability: one million dollars (\$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 the HOST in the performance of the work herein provided.
 - 2. Automobile Insurance: equal to state minimum requirements shall be obtained for each vehicle(s) used in the satisfaction of the Contract covering any personal or property damage which may arise in or out of the contract obligation.
 - 3. Worker's Compensation Insurance: statutory Workers' Compensation Insurance as prescribed by the laws of the State of California if the HOST has employees as defined by the State of California.

All insurance policies shall name, or be endorsed to name, the Riverside County Superintendent of Schools on behalf of the California Collaborative for Education Excellence as additional insured for the purpose of the Contract.

H. <u>Termination</u>. Any PARTY may terminate this Contract without cause upon 30 days written notice served upon all other PARTIES stating the effective date of termination. A notice of termination shall be effective when received.

CCEE may also terminate this Contract with a HOST for either of the reasons below, in which case CCEE shall give the HOST notice of any action pursuant to this Section VI(H), the notice of which shall be effective when received.

- 1. For any HOST's default, if any HOST refuses or fails to comply with the provisions of this Contract or fails to make progress so as to endanger satisfaction and does not cure such failure within a reasonable period of time, which period of time is to be determined by the CCEE. In CCEE's sole discretion, such a termination may be in whole or in part, including termination only as to the contract with a specified HOST or HOSTs who have refused or failed to comply with the provisions of this Contract or failed to make progress so as to endanger satisfaction and has not cured such failure within a reasonable period of time. In the event of such termination, CCEE may proceed with the work in any manner deemed proper to CCEE. CCEE may also:
 - a. Afford a HOST a time period within which to cure the breach, the period of which shall be established at the sole discretion of CCEE; and/or
 - b. Discontinue reimbursement to the HOST for and during the period in which the HOST is in breach, the reimbursement of which the HOST shall not be entitled to recover later; and/or
 - c. Withhold funds pending a cure of the breach; and/or
 - d. Offset any costs incurred by CCEE to perform the work against any monies billed by the HOST but yet unpaid by CCEE.
- 2. Whenever for any reason CCEE determines that termination is in its best interest, CCEE shall provide written notice of termination to all HOSTs stating whether the termination is in whole or in part. This Contract shall then terminate as stated upon all HOST's receipt of such notice. After receipt of the Notice of Termination, all HOSTs shall stop all work under this Contract on the date specified in the Notice of Termination. CCEE shall make payment in accordance with this Contract to the date of termination, according to the payment schedule set forth in Section IV(A) herein except as otherwise provided in this Section VI(H).
- I. <u>Waiver of Default</u>. Any waiver by CCEE of any breach of any one or more of the terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of CCEE to require exact, full and complete compliance with any terms of this Contract shall not be construed as in any manner changing the terms hereof, or stopping CCEE from enforcement hereof.
- J. Force Majeure.
 - 1. In the event any HOST is unable to comply with any provision of this Contract due to causes beyond its control such as acts of God, acts of war, civil disorders, or other similar acts, no HOST shall be held liable to CCEE for such failure to comply.

- 2. In the event CCEE is unable to comply with any provision of this Contract due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, CCEE shall not be held liable to any HOST for such failure to comply.
- K. <u>Indemnification</u>. The PARTIES hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys' fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Contract by such indemnifying party, or its officers, agents, and employees. All obligations under this Section VI(K) shall survive termination of this Contract.
- L. <u>Assignment</u>. Neither this Contract nor any duties or obligations under this Contract may be assigned by any HOST without the prior written consent of CCEE. Any assignment or purported assignment of this Contract by any HOST without prior written consent of CCEE will be deemed void and of no force or effect.
- M. <u>Conflict of Interest</u>. Each HOST covenants, by itself and on behalf of its officers and directors, 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 satisfaction of the obligations under this Contract. Each HOST further covenants, by itself and on behalf of its officers and directors, that in satisfying this Contract, no person having any such interest shall be employed or retained by it under this Contract.
- N. <u>Amendment</u>. This Contract may only be amended in writing by the mutual consent of the PARTIES hereto, except that CCEE may unilaterally amend this Contract to accomplish the below-listed changes:
 - 1. Increases in dollar amounts; and/or
 - 2. Administrative changes that do not affect this Contractual rights of the PARTIES; and/or
 - 3. Changes as required by law.
- O. <u>Notices</u>. All correspondence and notices required or contemplated by this Contract shall be delivered in electronic form to the respective PARTIES at the email addresses set forth below and shall be delivered in physical form to the respective PARTIES at the addresses set forth below. All correspondence and notices are deemed submitted one (1) day after the physical form of the correspondence or notice is deposited in the United States Mail, postage prepaid. The address to which correspondence or notices may be given to any PARTY may be changed by written notice given in accordance with this Section VI(O) of this Contract.

<u>CCEE</u>. All communication to CCEE shall be made to <u>both</u> of the following:

Siulan Morales	Josh Daniels	
c/o Erika Barragan	c/o Erika Barragan	
California Collaborative for Education	California Collaborative for Education	
Excellence	Excellence	
47-110 Calhoun Street	47-110 Calhoun Street	
Indio, CA 92201	Indio, CA 92201	
661-304-6690	(510) 842-5227	
smorales@ccee-ca.org	jdaniels@ccee-ca.org	

LEAD HOST. All communication to LEAD HOST shall be made to the following:

Lead Host Name:	
Contact Name:	
Contact Address:	
Contact Phone:	
Contact Email:	

Other HOSTs. All communication to the other HOSTs shall be made to the following:

Host Name:	_		
Contact Name:			
Contact Address:	_		
Contact Phone:	_		
Contact Email:	_		
	-		
Host Name:	_		
Contact Name:	_		
Contact Address:	_		
Contact Phone:	_		
Contact Email:	_		
	-		
Host Name:			
Contact Name:	_		
Contact Address:			
Contact Phone:			
Contact Email:	_		

- P. <u>Review by Legal Counsel</u>. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Contract. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Contract.
- Q. <u>Litigation Costs</u>. Except as provided in Section VI(K), if any PARTY becomes involved in litigation arising out of this Contract or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

- R. Governing Law; Jurisdiction; Venue; Interpretation, Severability. This Contract shall be governed by the laws of the State of California. Any legal action related to the satisfaction, performance, or interpretation of this Contract shall be filed only in the Superior Court of the State of California located in Riverside, California, and the PARTIES waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, the PARTIES shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute, with each party to bear its own costs of mediation and the costs of the mediator to be evenly divided between the CCEE and each HOST involved in the dispute. This Contract shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this Contract, neither this Contract nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparing of this Contract), under any rule of construction or otherwise. The headings are for purposes of convenience only, and shall not be construed to limit or extend the terms of this Contract. In the event any provision in this Contract 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 this Contract, the prevailing party shall not be entitled to attorney's fees in addition to whatever other relief is granted.
- S. <u>Entire Agreement</u>. This Contract, including any Exhibits or documents incorporated herein, constitutes the entire agreement between the PARTIES hereto with respect to the subject matter hereof and no prior or contemporaneous contract of any kind or nature relating to the same shall be deemed to be merged herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Contract on the day and year first above written.

Riverside County Superintendent of Schools			
	on beh The California Collaborative		cational Excellence
Signed:		Date:	
	Authorized Signature		
	Printed Name and Title		
	LEAD	HOST	
Signed:	Authorized Signature	Date:	
	Authorized Signature		
	Printed Name and Title		
	НО	ST	
Signed:		Date:	
	Authorized Signature		
	Printed Name and Title		
	НО	ST	
Signed:		Date:	
	Authorized Signature		
	Printed Name and Title		
	НО	ST	
Signed:		Date:	
	Authorized Signature		
	Printed Name and Title		

APPENDIX I

Early Adopter Professional Learning Network Facilitator

Expected Functions and Minimum Qualifications

Expected Functions:

- Facilitate at least 12 EAPLN meetings
- Establish, in collaboration with EAPLN participants, a set of meeting norms that the group collectively monitors
- Facilitate inclusive and engaging EAPLN meetings where all participants contribute
- Communicate with each EAPLN participant between EAPLN meetings (e.g., to debrief on the prior meeting, to further discuss issues raised at the prior meeting, to inform them of the next meeting's focus, to inform them of any preparation for the next meeting)
- Ensure that EAPLN meetings remain focused on the continuous improvement process and the use of the LCFF Evaluation Rubrics and the LCAP Template as tools to support that process (and not focus on the adoption or implementation of a particular program)
- Ensure each EAPLN meeting ends with clearly articulated next steps for participants
 - Outreach to individual EAPLN participants about their progress on next steps between EAPLN meetings and provide support as needed
- Provide PLX Coach with an outline and/or syllabus for each meeting
- Provide PLX Coach with all documents distributed to EAPLN participants
- Collect, as determined jointly by HOST and CCEE, attendance at all EAPLN meetings and provide the collected information to CCEE
- Administer, as determined jointly by HOST and CCEE, all evaluation instruments (e.g., surveys) to all EAPLN participants and provide the responses to CCEE
- Participate, as determined jointly by HOST and CCEE, in all CCEE focus groups
- Attend all Professional Learning Exchange (PLX) meetings
- Attend a two-day training in December 2016

Minimum Qualifications:

- Two years of facilitation experience and/or
 - Two years of experience providing training on Local Control and Accountability Plans and/or
 - o Two years of experience providing continuous improvement training
- Experience communicating effectively
- Knowledge of continuous improvement and strategies for improved student achievement
- Experience in planning and utilizing student assessment data to monitor achievement and modify student instruction and learning

APPENDIX I Checklist

Listed below is a summary of Addendums that shall be incorporated in the Contract:			
Addendum A: Department of Finance Approval			
Addendum B: Approval of Purpose			
Addendum C: Approval of Facilitators			
Addendum D: Meeting Information			
Addendum E: Participants			
Addendum F: Facilitator Contract			
Addendum G: Approval of Insurance			