



To: Dr. J. Brian Sarvis, Superintendent

From: Robin Sawaske, Assistant Superintendent *RS*
Cynthia White, Coordinator of Categorical Programs

Re: Approval of Contract with CPM and Santa Barbara School Districts for SB 472 and the Santa Barbara County Education Office Memorandum of Understanding

Consent Agenda X

Background

California has been engaged in a serious public school reform effort since the mid-1990's. The foundation for this reform rests on a belief in and commitment to increased academic expectations for every student.

A major part of the state's reform effort revolves around the principles and practices of accountability. At the state level, the STAR testing program and the High School Exit Exam are in place to measure student achievement. Local school administrators are also being asked to benchmark, and monitor student results in order to establish specific student, class, and school level improvement goals.

This systematic school reform process is brought together by SB 472, the Mathematics and Reading Professional Development Program. The mission is to train approximately 225,000 K-12 teachers and 22,000 instructional aides or paraprofessionals on the state-adopted, or local board-adopted, standards-based curriculum for their grade level, course level, and/or school level.

The SB 472 Mathematics and Reading Professional Development Program authorizes 40 hours of Institute training and 80 hours of Follow-up Practicum for kindergarten and grades 1-12 classroom teachers. SB 472, under Article 3 for Local Educational Agencies (LEAs), connects approved professional development (delivered by State Board of Education approved training providers) to state or local board approved instructional materials which are aligned with state content standards and curriculum frameworks.

Plan

Thirty-six secondary teachers will receive 40 hours of training on the newly adopted math materials. Ten to fifteen teachers will be trained on CPM (depending on the number of new hires). Twenty-five to thirty teachers will be trained on HOLT (depending on the number of new hires).

Fiscal Impact

No fiscal impact to the unrestricted general fund. The state reimburses the school district for the cost of training, and the teacher stipends.

Funding Source

SB 472

Adams Elementary School	Harding Elementary School	Peabody Charter School	Goleta Valley Junior High School	Dos Pueblos High School
Cesar Chavez Charter School	McKinley Elementary School	Roosevelt Elementary School	La Colina Junior High School	La Cuesta Continuation High School
Cleveland Elementary School	Monroe Elementary School	Santa Barbara Charter School	La Cumbre Junior High School	San Marcos High School
Franklin Elementary School	Open Alternative School	Santa Barbara Community Academy	Santa Barbara Junior High School	Santa Barbara High School
		Washington Elementary School		

Recommendation

That the Board of Education approve the contract with CPM for SB 472 and the Santa Barbara County Education Office Memorandum of Understanding

Attachment(s)?	X	Yes (please attach)		No	PowerPoint	Overhead	Consultant
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SB 472 MATHEMATICS SERVICES AGREEMENT

This is a Consulting Services Agreement ("Agreement"), made this ____ day of _____, 2008 (the "Effective Date") between _____, whose address is

("School" [or "District", as appropriate]), and CPM Educational Program, a California Non-Profit Corporation, serving as an independent contractor, whose address is 1233 Noonan Drive, Sacramento, California 95822 ("CPM").

Section 1. Term. This Agreement will become effective on the Effective Date and, unless terminated earlier pursuant to Section 6, will continue in effect for one (1) year.

Section 2. Performance of Services. CPM agrees to provide a program of professional development that meets the California requirements for mathematics professional development under SB 472 ("Services") that will prepare teachers to use CPM's *Algebra Connections*, which shall include, but shall not be limited to, the following:

- (a) Facilitate a training session of 40 hours (five (5) full days) specifically tailored to meet the needs of the School's teacher(s) using CPM's *Algebra Connections* curriculum materials and satisfying the requirements of California's "Mathematics and Reading Professional Development Program (SB 472)." Teachers may choose from the workshop sites and dates posted at www/cpm.org/teachers/datesCA.htm. The School may agree to be a host site by mutual agreement with CPM;
- (b) Facilitate up to three workshop sessions during the 2008-09 school year to support School's teachers with the implementation of the CPM curriculum (*Algebra Connections*). The dates for these workshops will be posted at CPM's web site (see (a) above);
- (c) Maintain regular telephone or e-mail contact with School's teachers to support them with the implementation of CPM Educational Program's *Algebra Connections* course and to assist School's teachers with any questions regarding teaching techniques or CPM curriculum materials (*Algebra Connections*);
- (d) Meet with School's administrators and/or school board, and principals, as requested to address issues relating to the CPM curriculum (*Algebra Connections*); and
- (e) Collect, track, and report the required information needed by the School to prepare reports required by the California Department of Education for SB 472.

School and CPM may negotiate the performance of additional services on a project by project basis and may require that additional compensation be paid by School to CPM. These Services may be subject to change from time to time by School.

Section 3. Compensation. School agrees to pay CPM compensation in the amount of \$600.00 (six hundred dollars) per teacher enrolled in the 40 hours of SB 472 professional development workshops for the Services to be performed by CPM. CPM is responsible for paying all income taxes, including estimated taxes, if any, incurred as a result of the compensation paid by School to CPM for the Services under this Agreement. CPM shall prepare and submit an invoice for School's convenience and record keeping. School shall pay CPM within 30 days of receipt of CPM's invoice. Delinquencies of 30 days or more shall be subject to a late charge in the amount of 10% per year. School hereby contracts for up to _____ teacher participants in the amount of \$_____.

Section 4. Obligations of School.

- (a) School agrees to provide facilities for the workshop meetings of a size appropriate to accommodate all workshop participants if the School is the host site for the workshops.
- (b) School agrees to comply with all reasonable requests of CPM necessary to the performance of CPM's Services under this Agreement.

Section 5. School/CPM Relationship; Non-Exclusivity. School and CPM acknowledge that CPM is an independent contractor and that CPM's agents, employees or subcontractors are not employees of School. Nothing in this Agreement shall be construed to create an employer/employee partnership, joint venture, or agency relationship between School and CPM or any of CPM's agents or employees. CPM may represent, perform services for, or be employed by such additional clients, persons, companies, schools, or school districts as CPM in CPM's sole discretion sees fit.

Section 6. Termination. In the event of a material breach of any of the terms of this Agreement, the non-breaching party may immediately terminate the Agreement by written notice to the breaching party. Material breach shall include but not be limited to failure of the School to make payment when due to CPM. This Agreement may also be terminated for any or no reason by the mutual consent of the parties or by either party by thirty (30) days prior written notice to the other party. In the event of termination, School shall pay CPM for all services rendered prior to the date of termination.

Section 7. Arbitration. All disputes arising out of this Agreement shall be submitted to final and binding arbitration through the American Arbitration Association. A party seeking to arbitrate a dispute arising out of this Agreement must notify the other party in writing of its intent to arbitrate any claim for breach or enforcement of any provision of this Agreement within six (6) months of discovery of the last event giving rise to the claim for breach or enforcement. Within ten (10) business days after a dispute subject to arbitration arises, the parties shall select an arbitrator. If the parties are unable or unwilling to agree on an arbitrator within that time, each party shall designate an arbitrator within five (5) business days thereafter, and those two arbitrators shall designate a third arbitrator within five (5) business days after their designation. If either party fails to select an arbitrator within the designated period, then on the request of either party, the American Arbitration Association shall select that arbitrator. The arbitration shall take place in Sacramento, California. Before arbitration commences, each party shall pay the arbitrator half of the expected cost of the arbitration. At the conclusion of the arbitration, the arbitrator may award the prevailing party some or all of the arbitration costs, including reasonable attorneys' fees incurred in connection with the arbitration. The decision of the arbitrator shall be final and conclusive, and the parties waive the right to a trial de novo or appeal excepting only for the purpose of enforcing the arbitrator's decision. The party prevailing in any judicial action for enforcement of the arbitration award shall be entitled to recover an award of reasonable attorneys' fees and costs for bringing or defending such judicial action, the amount of the attorneys' fees and costs award to be determined by the Court.

Section 8. Force Majeure. Neither party shall be liable for failure to perform or delay in performing its obligations under this Agreement, and shall not be deemed to be in breach of its obligations hereunder, if and to the extent and for so long as such failure or delay in performance or breach is due to natural disaster, wars, terrorism, strikes or labor disputes, or other causes beyond the reasonable control of such party. However, the parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

Section 9. Waiver. A party's waiver or failure to enforce a term of this Agreement in one instance shall not constitute a waiver of its rights hereunder with respect to other violations of this Agreement.

Section 9. Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The captions and section headings used herein are for convenience of reference only, are not a part of this Agreement, and do not in any way limit or amplify the terms or provisions hereof.

Section 10. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

Section 11. Notices. Any notice to be given under this Agreement by either party may be effected either by personal delivery in writing or by first class mail. Mailed notice shall be addressed to the party's address first appearing above, or at the address that either party may specify from time to time. Notice shall be deemed to have been delivered upon personal delivery or upon the earlier of actual receipt or three (3) business days after deposit in the United States mail, whichever shall first occur.

Section 12. Entire Agreement; Partial Invalidity; Assignment. This Agreement constitutes the final and entire agreement between the parties pertaining to the Services, and supersedes all prior understandings or agreements, written or oral. Any modification of this Agreement will be effective only if it is in writing signed by both parties. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, but neither this Agreement nor any of the rights, interests, or obligations hereinunder may be assigned by either party without the prior written consent of the other party.

Section 13. Attorneys' Fees; Governing Law. If the services of an attorney are required by any party to secure the performance hereof or otherwise upon the breach or default of a party to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. This Agreement shall be governed by the laws of the State of California, exclusive of its choice of law provisions.

SCHOOL By: _____

(print name)

Title: _____

CPM CPM Educational Program, a California Non-Profit Corporation,

By: _____
Brian F. Hoey, Chief Financial Officer

**Math AB 472 Training
Summer 2008**

Number	CPM	SCHOOL	HOLT MATH	SCHOOL
1	BAEZA KELLY	LA CUESTA	WAYNE COLE	DISTRICT
2	CRONSHAW PAUL	LA CUESTA	BURKE ANAIS	UNASSIGNED HS
3	STEVENS KEN	LA COLINA	ASHLOCK JIM	SAN MARCOS
4	HOLLISTER JANET	LA CUMBRE	PARKER MARISSA	SBJHS
5	TAKAYA WARREN	LA CUMBRE	WHITE BELINDA	LA COLINA
6	GALINDO HOZBY	LA CUMBRE	McLAIN CHRISTINE	SBJHS OR GV?
7	FIDEL MARC	SBJHS	PEINADO JANETTE	GVJHS
8	DUGAN STEVE	LA COLINA	TAYLOR KIRK	SMHS
9	LULE NORMA	LA CUESTA	CUTTREL EMILY	SMHS

**Math AB 472 Training
Summer 2008**

Number	CPM	SCHOOL	HOLT MATH	SCHOOL
10	MERRITT JOHN	GVJHS	VON PROTZ WILL	SMHS
11			CHIU CLANCI	SMHS
12			STEHMEIER LAWRENCE	SMHS
13			GLENN KATHLEEN	SBJHS
14			WAGNER REID	SBHS
15			ARAUJO ELAYNE	SBHS
16			ROGERS JENNIFER	SBHS
17			JOHNSTON RICHARD	SBHS

**Math AB 472 Training
Summer 2008**

Number	CPM	SCHOOL	HOLT MATH	SCHOOL
18			BROWN ELIZABETH	La Colina
19			KATHY WOPAT	DPHS
20			FUSTE BETH	DPHS
21			LITTLE DANELLE	DPHS
22			JOHNSON VERONICA	DPHS
23			LISS DANA	DPHS
24			WIGGINS LESLIE	DPHS
25			PEARCE GINA	DPHS

**Math AB 472 Training
Summer 2008**

Number	CPM	SCHOOL	HOLT MATH	SCHOOL
26				
27				