

SERVICES AGREEMENT BETWEEN  
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
SAN PASQUAL UNION SCHOOL DISTRICT

This Agreement is made and entered into by the SAN PASQUAL UNION SCHOOL DISTRICT hereinafter referred to as DISTRICT, and the San Diego County Superintendent of Schools, hereinafter referred to as SDCOE.

1. PURPOSE & SCOPE.

SDCOE will facilitate support for San Pasqual Union School District on-going participation in SDCOE's Educator Effectiveness and Evaluation (E3) program. The purpose of this work is to guide the district team in the development of a research based integrated teacher evaluation system.

Services include:

- Technical assistance to district leadership and E3 stakeholder team
- Additional training / presentation as needed related to the SPU pilot, but not to exceed a total of three.
- Online, asynchronous PAR Support teacher training for designated certificated staff
- Presentation and materials creation and preparation for above dates and services
- Travel costs associated with above dates and services

A. DISTRICT RESPONSIBILITIES UNDER THIS MOU:

DISTRICT shall undertake the following activities:

1. Collaborate with SDCOE in a process that includes planning and support of the implementation of the pilot project.
2. Attend all scheduled planning sessions.
3. As a result of participation in the E3 project, the district will work to create an evaluation system, process, and instrument that reflects research and is part of the development of a local Integrated Professional Learning System that meets local context and needs.
4. Communicate with program leadership as questions and needs arise.

B. SDCOE RESPONSIBILITIES UNDER THIS AGREEMENT.

SDCOE agrees to undertake the following activities:

1. Provide up to 20 hours of customized (virtual) support with district leadership and the E3 team
2. Provide technical support to the district E3 team and district leadership
3. Provide E3 project materials including: E3 resources and materials
4. Maintain communication with district leadership through email, phone calls, and virtual meetings.
5. Facilitate additional training / presentation as needed related to the SPU pilot,

but not to exceed a total of three.

2. TERM OF AGREEMENT. The Term of Contract shall begin September 1, 2023 and shall end on June 30, 2024.
3. COMPENSATION. The total Contract cost shall be to invoice responsible party below:

SDCOE E3 Project District Cost:

**2023-2024 - Up to, but not to exceed \$5000 (Planning, facilitation, materials, staff asynchronous training, and travel)**

DISTRICT agrees to pay SDCOE the amount due for services provided to DISTRICT under the terms of this Agreement within 30 days of receipt of Invoice.

4. TERMINATION. This Agreement may be canceled upon mutual written agreement between DISTRICT and SDCOE. In the event of cancellation of this Agreement, payment of fees for services provided will be immediately due and payable to SDCOE.
5. INDEPENDENT CONTRACTOR. The parties understand that each of the parties and its employees, agents, officers, and associates are an Independent Contractor and not an employee, agent, officer, or associate of the other party. Funds will be used for administrative costs. Neither party will provide fringe benefits, including health insurance, holidays, paid vacation, worker's compensation, or any other employee benefit, for the benefit of the other party or its employees, agents, officers, and associates.
6. INDEMNIFICATION. Each party hereby agrees to Indemnify, defend, and hold the other party, including its officers, agents and employees, harmless from any claim, demand, loss, claim, or damage (including reasonable attorney fees) to the Indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder, to the extent that the claim, demand, loss, claim or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement.
7. TOBACCO-FREE FACILITY. SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of SDCOE property.
8. GOVERNING LAW/VENUE. In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.
9. FINAL APPROVAL. This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Deputy Superintendent of Business Services.

10. ENTIRE AGREEMENT. This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations, or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

11. CONTACT INFORMATION.

SDCOE:

Yolanda Rogers Assistant Superintendent HR 6401 Linda Vista Road, Room 406 San Diego, CA 92111-7319 Telephone: (858) 295-8779 Email: <a href="mailto:mpantaleon@sdcoe.net">mpantaleon@sdcoe.net</a> (Admin Asst.)	Amber Dunnagan, Coordinator Educator Effectiveness and Preparation 6401 Linda Vista Road, Room 103 San Diego, CA 92111 Telephone: (858) 295-8905 Email: <a href="mailto:amber.dunnagan@sdcoe.net">amber.dunnagan@sdcoe.net</a>
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DISTRICT:

\_\_\_\_\_  
(Name and Title of person signing for District)

(Address)

(Address)

\_\_\_\_\_  
(Telephone number)

\_\_\_\_\_  
(Email)

12. COUNTERPARTS. This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS:**

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Date

Michael Simonson  
Deputy Superintendent, Chief Business Officer

**DISTRICT:**

San Pasqual Union School District

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title