

## **SERVICE AGREEMENT**

**Between**

**Alvord Unified School District**

**and**

**The Silicon Valley Mathematics Initiative, LLC**

This document is to serve as an Agreement between Alvord Unified School District and the Silicon Valley Mathematics Initiative, LLC (SVMI). The effective date of this Agreement shall be July 1, 2020 and extended through June 30, 2021.

### **1. Service Deliverables**

The Silicon Valley Mathematics Initiative will provide professional development services and resources as the benefits of membership in SVMI. Alvord Unified Shores School District agrees to pay a flat fee of \$6,300 for membership during the 2020-2021 school year.

### **2. Funding and Payment**

SVMI, LLC shall invoice Alvord Unified School District beginning July 1, 2020 for district membership in accordance with *Exhibit A: Benefits of SVMI Membership* attached hereto and incorporated by reference herein expressly made part of this agreement. Belmont Redwood Shores School District shall reimburse SVMI, LLC an amount not to exceed a maximum amount of \$6,300.00.

### **3. Indemnification**

Alvord Unified School District and SVMI, LLC mutually agree to indemnify and to hold harmless the other party from damage to persons or property resulting from any act or omission on the part of each party, its employees, agents or officers.

### **4. Termination**

Either Alvord Unified School District or SVMI may terminate this Agreement by giving thirty (30) days written notice to the other party. Alvord Unified School District shall reimburse SVMI for acceptable and allowable work performed under this Contract, and for all non-cancelable obligations made in connection with such work, through the date of termination. All related data that has been transferred shall be destroyed, deleted, or otherwise removed from SVMI computers and servers.

**5. Entire Agreement**

This Consulting Agreement and the Attachment hereto constitutes the entire agreement of the parties concerning the services described herein.

**6. Data Security**

All applicable Federal and State data and information security compliance Acts (such as FERPA, HIPPA, CIPA, etc.) will be followed, as applicable, when sharing and transferring data between parties with emphasis on data security. Information will be transferred from the district using secure methods agreed upon by both parties. SVMI shall store the data in a way that is physically and electronically secure in order to safeguard the data from unauthorized access.

**7. No Release of Personally Identifiable Information.**

No personally identifiable information or other confidential information within the Data may be released to any third party other than authorized representatives, including contractors of the SVMI, who require the information in order to assist SVMI in conducting the Study and who are under confidentiality obligations no less restrictive as those set forth herein. In the event of an unauthorized release of confidential information by SVMI, SVMI agrees to promptly notify the District in writing and to provide prompt assistance as reasonably requested by the District with respect to fulfilling any data security breach obligations required of District and set forth in applicable law.

**8. Legal Obligations**

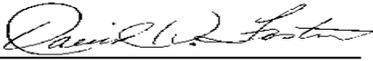
The parties acknowledge that the Data transferred under this Agreement may contain confidential information, which is protected from disclosure under applicable law. SVMI and District each agree to comply with all applicable laws with respect to its use and handling of the Data. District agrees that it has all necessary rights and licenses necessary to provide Data to SVMI for purposes of and in accordance with the terms of this Agreement. SVMI agrees that it will (a) instruct persons with access to confidential information about the requirements for handling confidential information, (b) notify such persons of the sanctions against unauthorized disclosure or use of confidential information, and (c) ensure that all such persons agree in writing to restrictions and conditions no less rigorous than those that apply to SVMI in this Agreement with respect to such information.

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of the effective date referenced above.

Alvord Unified School District  
10365 Keller Avenue  
Riverside, CA 92505

Silicon Valley Mathematics Initiative, LLC  
17485 Monterey Road, Suite 205  
Morgan Hill, CA 95037

By: \_\_\_\_\_  
Name: ~~Erin Askier~~ Sherri Kemp, Ed.D.  
Title: ~~Coordinator of Assessment~~ Asst. Superintendent  
Date: August 21, 2020 Educational Services

By:   
Name: David Foster  
Title: Executive Director  
Date: July 14, 2020

Erin Askier  
Director of Educational Services  
(951) 509-5000 x215027

David Foster  
Executive Director  
(408) 776-1645  
[dfoster@svmimac.org](mailto:dfoster@svmimac.org)

## *Exhibit A: Services*

### **Benefits of being a Member District** **Professional Learning Sessions and Services**

- Participation in Virtual Summer Coaching Institute July 27, 2020 – July 31, 2020. The focus of the institute is to support teachers in designing and teaching student-centered interactive lessons to improve student learning in a virtual setting. The summer institute will target four grade level spans: P-2, 3-5, 6-8 and High School. Member institution may send teachers to the 5-day summer institute as part of the 2020-2021 membership at no additional cost.
- Participation in the Math Network Meetings for all math coaches and leaders. These sessions will be offered as distance learning sessions and when shelter-in-place orders are lifted these will be also offered in central locations as face-to-face meeting.
- Participation in SVMI Professional Learning Sessions for teachers and coaches. SVMI will facilitate five sessions (Sep., Oct., Nov., Jan., and Feb.). These sessions will be offered as distance learning workshops and when shelter-in-place orders are lifted these will be also offered at multiple locations in the northern California.
- Participation in the Principal as Instructional Leaders series open to all administrators and coaches (twice a school year). These sessions will be offered as virtually and when shelter-in-place orders are lifted these will be also offered at a central location.
- Access to the SVMI Lesson Study Project and opportunity to apply for Research Lesson Mini-Grants for teams of teachers. (\$2,500/team).
- Participation in MAC/MARS scoring training for the annual performance exam (for district scoring leaders). SVMI Membership Application 2020- 2021. For more info: [www.svmimac.org](http://www.svmimac.org) or email [info@svmimac.org](mailto:info@svmimac.org) or call (408) 776-1645

### **SVMi Curricular, Assessment and Leadership Resources**

- License to access with passwords and use the database of Curricular and Assessment Resources for Classroom Use including Virtual and Face-to-Face Instruction housed at [www.svmimac.org](http://www.svmimac.org)
- Use of the library of former MAC/MARS tasks, rubrics, standardizing papers & practice tests from 1999 to present. The tasks address CCSSM for grades Kindergarten through Eighth as well as High School Courses for Algebra I,

Integrated I, Geometry, Integrated 2, Algebra 2, Integrated 3 and some topics in Pre-Calculus. All grade level tasks from K -12 between 1999 and 2013 may be used in distance learning.

- Access and use of Problems of the Month and Teacher Notes (60+).
  
- Access to the full set of Formative Assessment Lessons and Professional Development (6-12)
  
- Access to the full set of Formative Reengagement Lessons and Professional Development (K-5)
  
- Use of the annual MAC/MARS exams and scoring materials Kindergarten through High School Course 3 (Algebra II/Integrated III) both English and Spanish versions. Along with associated materials such as:
  - Access to the annual Tools for Teacher documents design to support formative assessment practice in the classroom.
  
  - Access to the annual MAC Final Report, District MAC Report and Individual Student Reports.
  
- Professional Learning Tools to Support Math Teachers
  - Professional Learning Modules authored and developed by UC/Shell/SVMI.
  
  - Access to the SVMI Lesson Study Project tools, protocols and videos.
  
  - Access to Mathematics Coaching Tools and Videos.
  
  - Access to full resource collection for [www.insidemathematics.org](http://www.insidemathematics.org)