

## **CONTRACT FOR SERVICES RELATING TO SCHOOL ACCOUNTABILITY REPORT CARDS SARCSelect™**

This Agreement is entered into on \_\_\_\_\_ 2019, by and between **Mountain View Whisman School District**, a California School District (hereinafter referred to as "District") and **Axiom Advisors & Consultants, Inc. DBA "Axiom Analytix"** (hereinafter referred to as "Consultant").

### **RECITALS**

- A. District is required to provide parents, the public and its community with an annual school accountability report card(s) ("SARC") pursuant to Proposition 98, an initiative approved by California voters and pursuant to PL 107-110 (No Child Left Behind Act 2001).
- B. District has the authority to contract for the production of said SARC through a designated individual or entity.
- C. Consultant is duly qualified to provide the service of the production of said SARC in consideration for the fees and costs stipulated in this Contract.

Therefore, the parties to this Contract agree as follows:

### **I. CONSULTANT'S RESPONSIBILITIES**

- A. Consultant shall collect, document and process the information necessary to develop a SARC for each of District's school site(s) as listed in Appendix C. Information and data in each school's SARC will be accurate upon delivery of the finished product.
- B. Consultant will provide District with a camera-ready electronic version using Adobe™ Portable Document Format (PDF) for each school site as specified in section one above. Consultant shall provide ten full color booklets for each school site as specified in Section I at no additional fee to the District.
- C. Consultant will make a good faith effort to prepare all SARC(s) in accordance with existing laws, regulations and applicable written guidelines.
- D. Consultant and District agree that all original material originated and prepared for District by Consultant shall belong exclusively to and be the property of Consultant. Consultant agrees, however, that on receipt of payment in full under the terms of this contract, Consultant shall convey to District a non-exclusive non-assignable license for use of the SARC, which shall not include the right to provide the SARC to other parties who produce SARCs, and shall not include the right to make modifications of the SARC.
- E. Consultant shall provide a one-page summary report. Consultant will develop the Summary Report Card in English and District requested additional languages.
- F. Consultant shall maintain current link to District SARCs on CDE's Find SARC web page.

### **II. ADDITIONAL SERVICES**

- A. **Printing Services:** Consultant shall duplicate camera-ready SARC(s) in color and/or black & white at the additional rates specified in Appendix B and in quantities specified in Appendix C.  
District requests this additional service \_\_\_\_\_
- B. **District Report Card Services:** The District may elect to implement PL 107-110 (No Child Left Behind Act of 2001) provisions applicable to SARC by utilizing a district-wide reporting option as indicated in Appendix B rather than including the provisions in the individual site report cards. Consultant will prepare a District Report Card in accordance with PL 107-110 (No Child Left Behind Act 2001) at the rate specified in Appendix B. Consultant will provide both English and Spanish translated documents in a camera-ready electronic version using Adobe™ Portable Document Format (PDF). Consultant will

provide 25 full color copies of the District Report Card in both English and Spanish versions. District Report Card is not eligible for mandate reimbursement. Cost is \$1,250.

District requests this additional service \_\_\_\_\_

**III. DISTRICT RESPONSIBILITIES**

- A. District shall provide Consultant with all the documents, records and information necessary to prepare SARC in a timely manner. To ensure finalization of the English and alternative language SARCs by the February 1st deadline, all required SARC data requested of the District must be received by the Consultant by November 1st of each school year. Districts providing all requested data to Consultant by October 1st of each year, and return their drafts within 14 days of receipt will be provided an additional 15 full-color booklets for each school site (a \$45 value per site)
- B. District agrees to take that official action, such as review of Consultant's SARC drafts that will be necessary for Consultant to perform its obligations under this Contract, in a timely manner. Consultant will provide the District with one set of drafts for each school listed in Appendix C. Consultant will revise each draft one time under the terms of this agreement.
  - 1. Any additional revisions beyond the one draft will be billed at \$90/hour.
  - 2. Draft SARCs need to be returned to the Consultant within 14 days of receipt to ensure finalization by the February 1st deadline.
- C. District agrees to promptly pay Consultant for fees for services rendered and direct costs. Upon signed agreement District agrees to pay 50% of the contract amount.
  - 1. Payments are due and payable upon receipt.
- D. District represents and warrants that the information it provides does not and will not infringe the right, title and interest of any third party. District will defend, indemnify, and hold Consultant harmless from and against any and all damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) incurred by Consultant as a result of any judgment or proceeding against Consultant in which it is determined or alleged that any information provided by the District infringes any patent, copyright, trademark, trade secret, or other proprietary right of any third party.

**IV. MODIFICATIONS**

- A. This Contract may be modified only by a written amendment to this contract, executed by both parties.

**V. TERM**

- A. This agreement shall run from the Effective Date through June 30, 2020 subject to this Termination of Contract provision in Section VI.

**VI. TERMINATION OF CONTRACT**

- A. Either party may terminate this contract by providing written notice to the other party sixty (60) days prior to the end of the contract term. District will be responsible to pay all fees for work completed up to date Consultant received notice of termination.

**VII. ATTORNEY'S FEES AND COSTS**

- A. In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Contract (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Contract, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.

## **VIII. SEVERABILITY**

- A. If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.

## **IX. NOTICES**

- A. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

### CONSULTANT

Axiom

Attn: SARCSelect™

4935 Hillside Circle

El Dorado Hills, CA 9576

### DISTRICT

Mountain View Whisman School District

750 San Pierre Way, Ste. A

Mountain View, CA 94043-3133

## **X. ADDITIONAL PROVISIONS**

- A. The laws of the State of California shall govern this Contract. This Contract, which includes the "Proposal for Contract for Services" set forth as Appendix A, the "Cost Schedule" set forth in Appendix B, and the "School Sites to be Completed & Requested Additional Services" set forth in Appendix C constitutes the entire agreement between the parties. This Contract supersedes all other proposals, oral and written, and all negotiations, conversations or discussions between the parties related to the subject matter of this Contract.

**ACCEPTANCE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed on the Effective Date.

Executed at \_\_\_\_\_, California, on the Effective Date.

CONSULTANT



\_\_\_\_\_  
Dean Getz  
President & CEO  
Axiom  
DISTRICT

\_\_\_\_\_  
Signature of Authorized District Representative

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title  
Mountain View Whisman School District

Provide your email address below to receive the executed Agreement by email:

\_\_\_\_\_ @ \_\_\_\_\_

## APPENDIX A PROPOSAL FOR CONTRACT FOR SERVICES

This proposal for the School District is to provide the services set forth under Section I of the Contract for Services relating to the preparation of the District's report of 2018-19 school activity entitled the school accountability report card and published in 2019-20 school year pursuant to current California Education Code requirements.

The proposed contract amount covers school accountability report card elements of AB 572 (1997), AB 198 (1993), and SB 1665 (1994). The Voter Approved (1999), SB 1632 (2000), and 107-110 (No Child Left Behind Act 2001) elements in the school accountability report card will be prepared at no additional cost.

This proposal is \$11,550.00 for the 2019-20 production of the District's 2018-19 English and Spanish SARCs. For school sites not selected for SARC preparation in Appendix C, contract amount will be reduced by \$1,050.00 per site (reduction of \$525.00 for Independent Study site or Jose Antonio Vargas Elementary). The proposal includes all fees for the English preparation and Spanish translation of the School Accountability Report Cards for the 12 sites listed in Appendix C. Printing and District Report Card are additional services, and applicable fees are optional and independent of each other and the proposed contract amount for SARC services. District may elect any or all of the additional services by initialing each extra component on section II of agreement and completing Appendix C as appropriate.

This Proposal is **valid until August 31, 2019** unless extended in writing by Consultant.

**Dean Getz**  
**Consultant Representative**  
**Axiom Advisors and Consultants, Inc. DBA: "Axiom Analytix"**  
**4935 Hillside Circle**  
**El Dorado Hills, CA 95762**



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**APPENDIX B**  
**COST SCHEDULE**

I. Dynamic Web Portal SARC  
English Web Portal SARC.....Included  
Translated Web Portal SARC(s) .....Included w/ Translation

I. Printing

B/W saddle-stitched booklets

1-199.....\$2.00 per booklet  
200-499.....\$1.50 per booklet\*  
500 copies or more.....\$1.00 per booklet\*

Full Color saddle-stitched booklets

1-199.....\$3.00 per booklet  
200-499.....\$2.50 per booklet\*  
500 copies or more.....\$2.00 per booklet\*

\*High volume discounts apply only to each school's SARC (as specified in Appendix C) or a district report card in a single language. Printing totals for multiple sites or multiple languages cannot be combined to qualify for discount.

III. District Report Card

District/State Comparative Insert (4 pages).....\$1,250  
*Includes both English and Spanish versions and 25 full color copies of each English and Spanish translated report.*

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**APPENDIX C**

| District School Sites |                                | SARCSelect™<br>(\$600 per site) |    | Additional<br>Printed<br>Copies | Spanish<br>Translation<br>(\$450 per site) |    | Additional<br>Printed<br>Copies |
|-----------------------|--------------------------------|---------------------------------|----|---------------------------------|--|----|---------------------------------|
| 1                     | Bubb Elementary                | Yes                             | No |                                 | Yes  | No |                                 |
| 2                     | Castro Elementary              | Yes                             | No |                                 | Yes  | No |                                 |
| 3                     | Crittenden Middle              | Yes                             | No |                                 | Yes  | No |                                 |
| 4                     | Gabriela Mistral               | Yes                             | No |                                 | Yes  | No |                                 |
| 5                     | Graham Middle                  | Yes                             | No |                                 | Yes  | No |                                 |
| 6                     | Huff Elementary                | Yes                             | No |                                 | Yes  | No |                                 |
| 7                     | Landels Elementary             | Yes                             | No |                                 | Yes  | No |                                 |
| 8                     | Monta Loma Elementary          | Yes                             | No |                                 | Yes  | No |                                 |
| 9                     | Stevenson School               | Yes                             | No |                                 | Yes  | No |                                 |
| 10                    | Theuerkauf Elementary          | Yes                             | No |                                 | Yes  | No |                                 |
| District School Sites |                                | SARCSelect™<br>(\$300 per site) |    | Additional<br>Printed<br>Copies | Spanish<br>Translation<br>(\$225 per site) |    | Additional<br>Printed<br>Copies |
| 11                    | Independent Study Program      | Yes                             | No |                                 | Yes  | No |                                 |
| 12                    | Jose Antonio Vargas Elementary | Yes                             | No |                                 | Yes  | No |                                 |