



Azusa Unified School District
Contract for Sig Dis Monitoring Services

December
2022



GENERAL PROVISIONS

1. Contract

This Contract is entered into this **14th day of December, 2022**, between **Azusa Unified School District** on (hereinafter referred to as "Local Education Agency" or "LEA") and **Collaborative Learning Solutions, LLC** (hereinafter referred to as "CONTRACTOR") for the purpose of providing consultation and technical assistance with Disproportionality and Significant Disproportionality for **Azusa Unified School District**.

2. Compliance with Laws, Statutes, Regulations, LEA Policies and Procedures

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR will verify TB and LiveScan status of all employees.

3. Term of Contract

The term ("Term") of this CONTRACT shall commence on **December 14, 2022** and shall end on **June 30, 2023**.

ADMINISTRATION OF CONTRACT

4. Notices

All notices required to be given pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage prepaid.

If mailed or delivered by hand, notice shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the Notice page of the Contract. Notices to CONTRACTOR shall be addressed as indicated on Notice page of this Contract.

5. Successors in Interest

This Contract binds CONTRACTOR's successors and assignees.

6. Venue and Governing Law

The laws of the State of California shall govern the terms and conditions of this Contract. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Contract, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that such litigation shall be conducted only in the courts of Riverside County, California.



7. Modifications and Amendments Required to Conform to Administrative Guidelines

This Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

8. Termination

Either party may terminate this Contract with or without a material breach by the other party.

To terminate because of a material breach by the other party, the terminating party shall give the other party written notice specifying the material breach in detail. Unless such material breach is cured to the reasonable satisfaction of the terminating party, this Contract shall end on the thirtieth (30th) day after the breaching party's receipt of such written notice.

To terminate the Contract without a material breach, either party shall give the other party written notice of termination which shall end this contract of the sixtieth (60th) after the other party's receipt of such notice.

Upon termination of this Contract without notice of a material breach, CONTRACTOR may be entitled to damages resulting from the early termination of this Contract. As such LEA may be responsible for damages resulting from the LEAs early termination of this Contract.

9. Delays or Roll Overs into the Next School Year

Without an agreed and signed amendment extending the time for performance of this Contract, the Contract shall terminate on the end date stated in Paragraph 3, above. LEA extension requests for a Contract delay or roll over into the next school year for any reason, including pandemic considerations, shall be considered by CONTRACTOR on a case-by-case basis taking into account CONTRACTOR's overhead obligations, staffing, and other obligations. In no case will the CONTRACTOR extend over more than ten per cent (10%) of the services provided for in this Contract and will not roll over performance of the Contract's terms for more than seventy (70) calendar days beyond the end date stated in Paragraph 3.

10. Independent Contractor

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and not an agent or employee of LEA.

11. Insurance

CONTRACTOR shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Contract by CONTRACTOR, its agents, representatives, or employees.



A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the state in which services are performed and Employer's Liability Insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
2. Automobile Liability: \$1,000,000 combined single limit.
3. Professional Liability/errors and omissions coverages, including sexual molestation and abuse: \$1,000,000 per occurrence/\$2,000,000 aggregate.
4. Contractor shall name LEA as an additional insured on the commercial General Liability policy and provide LEA a certificate of insurance with additional insured Endorsement.

C. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA.

If LEA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

12. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold LEA and their Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding, LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)



resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Contract.

13. Non-Discrimination

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.



COMPENSATION

14. Terms and Payment Schedule

Total Contract Amount not to Exceed: **\$10,000**.
This rate is inclusive of preparation and travel.

The total cost includes all consultation and coaching services as described in Section 20.

The LEA shall pay to CONTRACTOR the Contract Amount on the following schedule:

Consultation, Technical Assistance and Professional Learning: LEA shall pay CONTRACTOR a daily fee of \$4,600¹ for services provided under this Agreement.

Additional terms concerning rates and compensation:

1. invoices will be adjusted to reflect the SPPTAP rate up to the minimum contracted requirement of 10 hours per indicator per LEA.
2. CONTRACTOR will bill against this agreement and only submit invoices for services provided to LEA up to the contracted amount of \$10,000. LEA is not responsible for unused or unbilled services/fees specified in this agreement.

15. Complete Agreement

Any stipulations, representations, promises or agreements, oral or written, made prior to or contemporaneously with this agreement shall have no legal consequences and the only agreement made and binding upon the parties with respect to this Contract, as the complete and total integration of the intent and understanding of the parties. No amendment or modification of this Contract shall be valid or binding unless reduced to writing and executed by the parties hereto.

16. Amendments

The contract may be amended in writing if both parties agree and sign an amendment.

17. Counterparts

This Contract may be executed in any number of counterparts via electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

18. Severability Clause

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

19. Contract Dispute Resolution

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Contract, or otherwise relating to this Contract, that



are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Contract. The provision in this section of the Contract shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Contract. For purposes of this section of the Contract, the term "injury" shall include monetary and/or non-monetary injuries.

The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If LEA is the party claiming injury, LEA shall notify CONTRACTOR's senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally.

If any legal action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

WORK TO BE PERFORMED

20. Services

Services to be rendered to LEA by the CONTRACTOR as described below:

Consultation/Technical Assistance: assist LEA to address improvement efforts to address Significant Disproportionality

- **Monitoring:** This support includes quarterly meetings with the Leadership/Educational Partners team to monitor progress on the implementation of the CCEIS plan and ensure compliance with the CDE reporting requirements. These sessions may be provided in person or via virtual platform (i.e. Zoom).



Signature

The parties hereto have executed this Contract by and through their duly authorized agents or representatives.

Azusa Unified School District

Collaborative Learning Solutions, LLC

Authorized Signature

Regina A Hartman

Authorized Signature

Date _____

Date 12/5/2022



NOTICES

Notices to LEA shall be addressed to:

Name

LEA

Address

City State Zip

Phone FAX

Email

Notices to CONTRACTOR shall be addressed to:

Regina Hartman

Name

Collaborative Learning Solutions, LLC

Contractor

27274 Via Industria, Suite B

Address

Temecula CA 92590

City State Zip

888.267.6096

Phone FAX

rhartman@clsteam.net

Email