

2021-22 COMMUNITY ENGAGEMENT INITIATIVE DISTRICT FACILITATION CONTRACT

This CONTRACT is made by and among the Marin County Superintendent of Schools and the Marin County Office of Education (collectively, “Administrative Agent”), acting on behalf of the California Collaborative for Educational Excellence (“CCEE”), and the Azusa Unified School District (AUSD) (“CONTRACTOR”). Hereinafter, the Administrative Agent (on behalf of the CCEE) and CONTRACTOR shall be referred to collectively as “PARTIES.”

SECTION I: Purpose

The Community Engagement Initiative (“CEI”) was established by the California State Legislature and the Governor on June 27, 2018 (Section 140 of Assembly Bill No. 1808 (“AB 1808”), Chapter 32 of the Statutes of 2018) for the purpose of all of the following:

- (1) Building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils.
- (2) Identifying effective models of community engagement and metrics to evaluate those models.
- (3) Developing effective peer-to-peer partnerships between school districts and county offices of education, utilizing the existing professional learning networks structure administered by the California Collaborative for Educational Excellence, to deepen community engagement using lessons learned from the work identified in paragraph (1) and the models identified in paragraph (2).
- (4) Scaling up the work identified in paragraphs (1), (2), and (3) to improve community engagement statewide and incorporate practices that prove effective towards school district and county office of education continuous improvement efforts.

Beginning in the 2019-20 fiscal year, the Lead Agencies for the CEI, San Bernardino Superintendent of Schools (SBCSS), Families in Schools (FIS) and the California Association of Bilingual Education (CABE) collaboratively coadministered CEI as set forth in their CEI Administration Agreement. Their related responsibilities and duties included selecting six geographically diverse teams to participate in a Peer Leading and Learning Network (“PLLN”) in 2019-20. These teams were to represent a different region of the state and include community members, pupils, school site staff and leadership, school district staff and leadership, and county office of education staff and leadership affiliated with a common single school district. For the 2020–21 and 2021–22 fiscal years, the SBCSS, FIS and CABE shall convene five professional learning networks. Each of these professional learning networks shall include as cofacilitators members of a team that participated in the first professional learning network. The district facilitator teams are comprised of the following districts:

- **Anaheim Union High School District (AUHSD)**

- **Azusa Unified School District (AUSD)**
- **Cajon Valley Union School District (CVUSD)**
- **Ontario-Montclair School District (OMSD)**
- **Oxnard School District (OSD)**
- **Tulare County Office of Education (TCOE)**
- **Shasta County Office of Education (SCOE)**

Each of these professional learning networks shall do both of the following:

- Deepen the community engagement of the school districts and communities participating in each professional learning network, including by engaging in the protocol developed by the first professional learning network.
- Use the metrics developed by the first professional learning network to measure changes in community engagement in each of the participating communities and school districts.

SECTION II: Privileges and Obligations of CONTRACTOR and FACILITATORS, to be enforced by CONTRACTORS

- A. CONTRACTOR agrees to provide 2-3 individuals to serve as FACILITATORS of the 2021-22 CEI PLLN. Each of the six meeting cycles of the CEI PLLN during 2021-22 shall be facilitated by at least one of these named individuals.
- B. FACILITATORS shall do all of the following:
 - Determine, in collaboration with CEI Lead Agency Facilitators and CCEE staff, a schedule of CEI PLLN meetings every 4-6 weeks, with the first meeting commencing no later than October 1, 2021, and the last meeting commencing no later than June 1, 2022. Provide the meeting schedule by November 9, 2021. Date changes may be made so long as CEI PLLN meetings are held every 4-6 weeks. Notice of any date change shall be provided no later than two days after the change is made.
 - Collaborate with other CEI PLLN Facilitators, develop plans and curricula meetings, and share those plans and curricula with CCEE staff and CEI PLLN Facilitators based on provided timelines (to be finalized during CEI PLLN Facilitator meeting). All CEI PLLN curriculum will be developed by CEI PLLN Facilitators, in collaboration with CCEE. CEI PLLN Facilitators will engage in at least 6 plan and curricula generation meetings with CCEE from August 15, 2021 to June 30, 2022, with regular planning and curricula deliverables due based on established timelines for 2021-22.

- Host and facilitate six CEI PLLN meetings using the plans and curricula created by the CEI PLLN Facilitators/CCEE team, addressing improving community engagement efforts in participating LEAs.
 - Between each CEI PLLN meeting, check-in with all CEI PLLN Facilitators to ensure they are making progress towards meeting Year 3 goals and objectives set forth in Section I of this contract.
 - Complete CEI surveys and reflection documents as requested.
 - Participate in meetings with all CEI PLLN Facilitators and CCEE at least every 2 months from August 15, 2021 to June 30, 2022, virtually or in-person. The meetings shall include: Design and planning of PLLN meeting activities and agendas; creating presentation materials (PowerPoints, handouts, resources); debriefing the PLLN Meetings; processing and incorporating participants' feedback.
 - Participate in Professional Leading and Learning Exchange (PLLX) meetings from August 15, 2021 to June 30, 2022. PLLX meetings will include six meeting cycles. Each meeting cycle may require a PLLX meeting, a One on One Cohort II Facilitation Planning meeting, a Cohort II PLLN Meeting, and a One on One Cohort II Facilitator Debrief Meeting.
- C. Costs. CONTRACTORS agree to bear all costs associated with satisfying this Contract, including, but not limited to, all travel and lodging costs for the FACILITATORS.
- D. Content License. CONTRACTORS and FACILITATORS agree to grant all CEI PLLN participants and the CCEE a free, transferable, non-exclusive license to use, reproduce, and distribute all information and content created by the CONTRACTORS or FACILITATORS and presented or distributed at CEI PLLN meetings or as part of communications with or between CEI PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes and (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product. The information and content produced, either in whole or in part, by a CONTRACTORS or FACILITATORS shall not be copyrighted or patented by anyone else.
- E. Assignment. Neither this Contract nor any duties or obligations under this Contract may be assigned by CONTRACTORS, individually or collectively, without the prior written consent of CCEE and Administrative Agent. Any assignment or purported assignment of this Contract by a CONTRACTOR without prior written consent of CCEE and Administrative Agent will be deemed void and of no force or effect.

- F. Conflict of Interest. CONTRACTORS, individually and collectively, covenant, by themselves and on behalf of their officers and directors, that they presently have no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the satisfaction of the obligations under this Contract. CONTRACTORS further covenant, by themselves and on behalf of its officers and directors, that in satisfying this Contract, no person having any such interest shall knowingly be employed or retained by them under this Contract.
- G. Non-Discrimination. Neither CONTRACTORS, nor any officer, agent, employee, or subcontractor of CONTRACTORS shall discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this Contract. To the extent they shall be found to be applicable hereto, CONTRACTORS and any officer, agent, employee, or subcontractor of CONTRACTORS shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- H. Insurance. CONTRACTOR shall, at Contractor's expense, procure and maintain for the duration of this Agreement general liability, workers' compensation, if required by applicable law, automobile liability and other insurance to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services or this Agreement by Contractor and Contractor's Subcontractors, officers, employees, agents, or representatives. MCOE/CCEE in no way represents or warrants that the insurance required under this Section H is sufficient to protect Contractors for liabilities that may arise from or relate to this Agreement.

The general liability insurance shall have a per-occurrence limit of not less than Two Million Dollars (\$2,000,000). All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by Provider of the indemnity provisions set forth in this Agreement.

The workers' compensation insurance, if required by applicable law, shall insure Contractor's obligations and liabilities under the workers' compensation laws of

California, including, without implied limitation, employer's liability insurance in the limits required by the laws of California.

- I. Invoicing. CONTRACTOR may submit a quarterly invoice for successful performance of all duties and obligations under this Contract, including all duties associated with providing one or more individuals to serve as CEI PLLN Facilitator(s) and facilitating a successful CEI PLLN meeting, at a rate of \$5,000 per PLLN meeting (6). In addition CONTRACTOR will serve as CEI PLLX Facilitator(s) at a rate of \$5,000 per PLLX meeting cycle (6). Each "cycle" includes a Planning, PLLX, One-on-One and Debrief meeting. Also included in the series of cycles is a launch and retreat. Invoices shall be submitted via email to the CCEE Fiscal Analyst at ap_ccee@ccee-ca.org.

Invoices may be submitted at any time, but no later than 30 days after the end of each quarter for the facilitation of the meeting(s) during the preceding quarter. Each invoice shall be accompanied by (1) a narrative report containing a description of facilitation provided; (2) documents supporting the report (e.g., agenda for the CEI PLLN meeting with facilitators identified); and (3) a total amount for the invoice. Notwithstanding the 30-day deadline, the initial invoice may be for all deliverables completed between July 1, 2021, and September 30, 2021, may be submitted no later than October 31, 2021. The final invoice must be submitted within 30 calendar days after the termination date of this AGREEMENT and must be marked "FINAL" by the CONTRACTOR. No payments will be made to the CONTRACTORS after this period.

The sum of all invoices submitted by CONTRACTORS in 2021-22 may not exceed \$60,000 per network.

If requested by Administrative Agent, a CONTRACTOR shall provide additional documentation supporting each invoice.

SECTION III: Privileges and Obligations of CCEE

- A. Funding. In accordance with the invoicing conditions and requirements set forth in Section II(I) above, CCEE/Administrative Agent shall provide CONTRACTORS up to \$60,000. CONTRACTORS will be responsible for any costs related to satisfying this Contract beyond this sum and for any costs related to the Contract beyond the Term of the Contract. Associated costs of services (e.g., travel, lodging, copying, and printing) shall be borne by DISTRICT or DISTRICT TEAM MEMBERS within the existing contract budget will not reimburse DISTRICT or DISTRICT TEAM MEMBERS for such expenses.
- B. Additional Costs. Beyond the funds provided under Paragraph A, the CCEE/Administrative Agent shall not cover or reimburse CONTRACTOR, and CONTRACTOR may not invoice for, any other costs associated with satisfying this Contract.

- C. Content License. CCEE agrees to grant CONTRACTOR a free, non-transferable, non-assignable, non-exclusive license with respect to all information and content CCEE develops with or for use by a CEI PLLN facilitator, or with or by CEI PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes and (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product.

SECTION IV: Further agreement by all PARTIES

- A. Term. The term of this Contract shall be from **July 1, 2021 through June 30, 2022**.
- B. Partial Satisfaction. Acceptance by all PARTIES of some obligations to be satisfied under this Contract does not operate as a release from any remaining obligations under this Contract.
- C. Independent Contractor. It is agreed that CONTRACTORS and all officers, employees and agents of CONTRACTORS are acting as independent contractors of CCEE and not as partners, joint venturers, agents or employees of CCEE. Personnel tasked by CONTRACTORS with ensuring satisfaction of the obligations under this Contract shall at all times be under the CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all the wages, salaries and other amounts due such personnel in connection with satisfying its obligations under this Contract and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. It is further understood and agreed by the PARTIES hereto that CONTRACTOR in the satisfaction of its obligations hereunder is subject to the control or direction of CCEE merely as to the result to be accomplished by the obligations hereunder agreed to be rendered, performed, and satisfied, and not as to the means and methods for accomplishing the results. CONTRACTOR will provide a statement of activities funded by this CONTRACT if requested.
- D. No Third Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of any third party against any PARTY.
- E. Termination. CCEE may terminate this Contract without cause upon 30 days written notice served upon all other PARTIES stating the effective date of termination. CONTRACTOR may terminate this Contract without cause upon 30 days written notice served upon all other PARTIES stating the effective date of termination. A notice of termination shall be effective when received, and therefore the date of receipt will be the first day of the notice period.
- F. Waiver of Default. Any waiver by any PARTY of any breach of any one or more of the terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any PARTY to

require exact, full and complete compliance with any terms of this Contract shall not be construed as in any manner changing the terms hereof, or stopping CCEE from enforcement hereof.

G. Force Majeure.

1. In the event any CONTRACTOR is unable to comply with any provision of this Contract due to causes beyond its control such as acts of God, acts of war, flu pandemics, civil disorders, or other similar acts, no CONTRACTOR shall be held liable to CCEE for such failure to comply.
2. In the event CCEE/Administrative Agent is unable to comply with any provision of this Contract due to causes beyond its control relating to acts of God, acts of war, flu pandemics, civil disorders, or other similar acts, CCEE/Administrative Agent shall not be held liable to any CONTRACTOR for such failure to comply.

H. Hold Harmless. Administrative Agent/CCEE shall indemnify, defend and hold harmless CONTRACTOR, their Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of CONTRACTOR'S performance of this CONTRACT but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Administrative Agent and/or CCEE.

CONTRACTOR shall indemnify, defend and hold harmless Administrative Agent and CCEE, their Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of CONTRACTOR'S performance of this Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR.

I. Notices. All correspondence and notices required or contemplated by this Contract shall be delivered in electronic form to the respective PARTIES at the e-mail addresses set forth below and shall be delivered in physical form to the respective PARTIES at the addresses set forth below. Any notice or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties at the addresses listed below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee. Any notice to CCEE shall also be made to Administrative Agent, and any notice to Administrative Agent shall also be made to CCEE. The address to which correspondence or notices may be given to any Party may be changed by written notice given in accordance with this Paragraph.

Notices, requests, and other communications required or contemplated under this Agreement shall be sent to the Parties by electronic mail and first class mail, at the addresses set forth below. The addresses for delivery of notice may be changed by any Party by providing written notice to all other Parties in accordance with this section.

Any notice to the Azusa Unified School District shall be made to the following:

Azusa Unified School District
Attn: Jennifer Edic Bryant
546 South Citrus Ave.
P.O. Box 500
Azusa, CA 91702
(626) 858-4285
jedicbryant@azusa.org

Any notice to the California Collaborative for Educational Excellence and/or the Administrative Agent - Marin County Office of Education shall be made to each of the following individuals:

California Collaborative for Educational Excellence
Attn: Emma Oh
915 L Street, Suite 1430
Sacramento, CA 95814
ap_ccee@ccee-ca.org

Marin County Office of Education
c/o Gina Murphy-Garrett
1111 Las Gallinas Avenue
San Rafael, CA 94903
gmurphygarrett@marinschools.org

- J. Review by Legal Counsel. Each of the PARTIES has had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Contract. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Contract.
- K. Litigation Costs. Except as otherwise provided in this Contract, if any PARTY becomes involved in litigation arising out of this Contract or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.
- L. Governing Law; Jurisdiction; Venue; Interpretation; Severability. This Contract shall be governed by the laws of the State of California. Any legal action related to the satisfaction, performance, or interpretation of this Contract shall be filed only in the Superior Court of

Marin County, and the PARTIES waive any provision of law, including California Code of Civil Procedure, § 394, subdivision (a), providing for a change of venue to another location. Prior to the filing of any legal action, the PARTIES shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute, with each PARTY to bear its own costs of mediation and the costs of the mediator to be evenly divided between CCEE/Administrative Agent and each CONTRACTOR involved in the dispute. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

- M. Authority to Enter into Agreement. Each Party to this Contract warrants that it has the full power and authority to enter into this Contract and to carry out the transactions contemplated by it and has taken all action necessary to authorize the execution, delivery, and performance of this Contract.

- N. Entire Agreement/Amendment. This Contract, including any Attachments to which it refers, constitutes the final, complete, and exclusive statement of the terms of this Contract between the PARTIES pertaining to the subject matter of this Contract. It supersedes all prior and contemporaneous understandings or agreements of the PARTIES. No PARTY has been induced to enter into this Contract by, nor is any PARTY relying on, any representation or warranty outside those expressly set forth in this Contract. The provisions of this Contract may be modified only by mutual agreement of the PARTIES. No modification shall be binding unless it is in writing and signed by the PARTY against whom enforcement of the modification is sought.

- O. Counterparts and Electronic Signatures. This Contract may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all PARTIES had executed the same copy hereof, consistent with the provisions of the Uniform Electronic Transactions Act (Civil Code § 11633.1 et seq.).

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed it on the day and year set forth below:

AUSD

Signature: _____ Date: _____

Printed Name and Title: Dayna Mitchell, Ed.D Assistant Superintendent Educational Services

Address: 546 S. Citrus Ave

City: Azusa State: CA Zip Code: 91702

CCEE

Signature: _____ Date: _____

Printed Name and Title: Matt Navo, Executive Director

Address: 915 L Street, Suite 1430

City: Sacramento State: CA Zip Code: 95814

Administrative Agent

Signature: _____ Date: _____

Printed Name and Title: Terena Mares, Deputy Superintendent

Address: 1111 Las Galinas Avenue

City: San Rafael State: CA Zip Code: 94903