



FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT
 2490 Hilborn Road • Fairfield, California 94534 • Telephone (707) 399-5000
 FAX: (707) 399-5151 • www.fsusd.org

**Independent Contractor Agreement for Professional Services
 (Non-Construction Related)**

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into on October 14, 2019 ("Agreement"), by and between Fairfield-Suisun Unified School District ("District") and EdEquity, Inc. ("Consultant"). Consultant and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. The Consultant shall furnish to the District the following services ("Services" or "Work"). The Consultant warrants that it is specially trained, licensed and experienced and competent to perform the Services. ☒ As indicated in Exhibit "A" or ☐ as follows:

2. **Price & Payment.** The Consultant shall furnish the Services to the District for the following compensation ("Agreement Price"):
- ☐ Consultant is providing services for a total flat fee of: \$ _____; *or*
- ☐ Consultant will provide a maximum number of hours of service at a rate of \$ _____ per hour for a total not to exceed \$ _____; *or*
- ☒ Other: \$3,000 daily rate @ 45 days = \$135,000.00. Cost includes off-site coaching, travel, direct service and network planning.

Payment for the Services shall be made in accordance with the Terms and Conditions incorporated herein. District must approve Consultant's form of invoice, which must be sufficiently detailed (e.g., name of school or department provided with Services, period of Services, number of hours of Services, brief description of Services provided).

3. **Agreement Time.** The Services shall commence on July 1, 2019, and shall be completed by June 30, 2020 ("Agreement Time").
4. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted the following documents as indicated below (check all that are required):

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input type="checkbox"/> W-9 Form
<input checked="" type="checkbox"/> Per Education Code Sections 45100-45139/88000-88040 defines what constitutes the classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

5. **Notice.** Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service (effective the next business day following the deposit thereof with the overnight delivery service), addressed as follows:

DISTRICT Fairfield-Suisun Unified School District 2490 Hilborn Road Fairfield, CA 94534 Attn: Amanda Rish, Director Purchasing & Contract Services	CONSULTANT EdEquity, Inc. 360 South Market Avenue, Suite 2001 San Jose, CA 95113 Attn: Edwin Javius Fax/E-mail: javius@edequity.com
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6. **Fingerprinting / Criminal Background / Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Consultant that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, one of the following two boxes must be checked:

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows:
"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

☒ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

District Representative's Name & Initials: Virginia Casner (VC) – See RFC

INITIAL HERE: 

7. **Tuberculosis (TB) Screening.** Check one of the following boxes:




☐ For each person, the District requires a statement of TB Clearance on file with the District.

☒ **Waiver of TB Screening.** Consultant is not required to provide evidence of TB Clearance because Consultant will not work directly with students on more than an occasional basis.


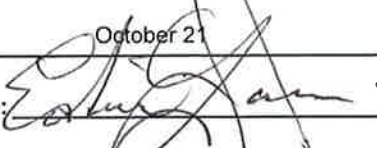
INITIAL HERE:  (Consultant initials)

INITIAL HERE:  (District Representative initials)

8. **Insurance:** Consultant shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Consultant shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Consultant's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Consultant shall not allow any subcontractor, employee, or agent to commence work on this Agreement or any subcontract until the insurance required of Consultant, subcontractor, or agent has been obtained.

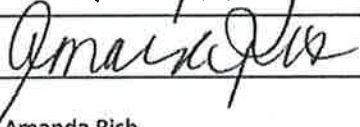
Insurance NOT required of Consultant if corresponding box initialed by District representative ↓		
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate	—
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate	—
Workers Compensation	Statutory limits pursuant to State law	
Employers' Liability	\$1,000,000	
Professional Liability (E&O), if Consultant is providing professional services or advice (on a claims-made form)	\$1,000,000	

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement the Consultant has read and agrees to comply with the Terms & Conditions attached hereto. Each Party certifies, under penalty of perjury, that all the Information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Fairfield-Suisun Unified School District	Consultant: EdEquity, Inc.
Dated: <u>10/22</u> , 2019	Dated: <u>October 21</u> , 2019
Signature: <u></u>	Signature: <u></u>
Print Name: <u>Michelle Henson</u>	Print Name: <u>Edwin Lou Javius</u>
Print Title: <u>Asst. Supt. of Bus. Svcs.</u>	Print Title: <u>CEO/President</u>

Approved as to Form:

Dated: 10/15, 2019

Signature: 

Print Name: Amanda Rish

Print Title: Director, Purchasing & Contract Services

Information regarding Consultant:

Indicate type of entity or if individual:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation

☐ Limited Liability Company

☐ Other: _____

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work.

2. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

4. **Standard of Care.**

4.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

4.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the

District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Consultant.** Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage; or

7.3.3. Consultant is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

7.4. Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall

immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.5. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

9. **Student Records.**

9.1. **Confidentiality.** The District, in its sole and absolute discretion, may choose to provide Consultant and Consultant's agents and employees ("Personnel") with access to records that are protected from disclosure by various laws ("Confidential Information"), or may have previously chosen to do so, provided that access may lawfully be given under applicable law. The District, in its sole and absolute discretion, may, for example, choose to provide Consultant with access to records that are protected from disclosure by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and 34 C.F.R. part 99 ("FERPA Regulations"), if Consultant has a legitimate educational interest pursuant to 34 C.F.R. § 99.31(a)(1)(i)(A). In the event that the District, in its sole and absolute discretion, permits Consultant access to Confidential Information, Consultant and its Personnel shall hold the Confidential Information in trust for the District's benefit, and shall, in addition to any other obligation imposed by this Agreement or law, utilize the utmost care at all times to adopt and follow practices and procedures to prevent the unauthorized disclosure of Confidential Information.

9.2. **Nondisclosure.** Should District, in its sole and absolute discretion, choose to permit Consultant and its Personnel access to Confidential Information, or has already done so, Consultant acknowledges and agrees that Consultant and its Personnel shall use the Confidential Information solely in connection with

performance by Consultant of the Services provided to the District, and shall not use the Confidential Information for any other purpose without the prior written consent of the District. Consultant acknowledges and agrees that Consultant will not disclose Confidential Information to any other person or entity without the prior consent of the parent or eligible student, except that Consultant's Personnel may use the Confidential Information, but only for the purposes for which the disclosure was made. In no event shall Consultant or its Personnel disclose or permit the disclosure of Confidential Information or any files, compilation, study, report, analysis, or any other work derived from or influenced by the Confidential Information ("Derivative Product") to any person that is not a Party to this Agreement without the prior written consent of District. Consultant shall not distribute, disclose, or disseminate any Confidential Information to any person, except that Consultant may disclose Confidential Information to its Personnel if necessary to perform the Personnel's function. Disclosure to Consultant's Personnel shall be limited to Confidential Information that is necessary to perform Personnel's Services and related to the legitimate educational interest for which the Confidential Information was disclosed.

9.3. **Subpoenas and Judicial Orders.** Notwithstanding any other term of this Agreement, Consultant may disclose Confidential Information received from District when required to do so by law, judicial body, or government agency, provided that it complies with applicable law. However if Consultant or its Personnel are served with any subpoena, court order, or other legal process seeking disclosure of Confidential Information, Consultant shall provide District notice of the subpoena, court order, or other legal process within forty-eight (48) hours of receipt or upon a shorter time frame as necessary so that District may exercise any applicable legal rights and remedies. In no event shall Consultant or its Personnel voluntarily disclose Confidential Information without a subpoena, court order, or other legal process unless and until Consultant has given all required notices to the District, parent, and/or eligible student. Consultant agrees and acknowledges that a violation of this paragraph by Consultant shall be a material breach of this Agreement.

9.4. **Breach.** If Confidential Information in the possession of Consultant is accessed without authorization, or if a system maintained by Consultant containing Confidential Information is breached, Consultant shall notify the District in writing without delay. Consultant shall be solely responsible for compliance with any legally required notifications resulting from the breach, including notifications to affected persons, and Consultant shall reimburse the District for the reasonable cost of any notification the District, in its sole discretion, deems appropriate, regardless of whether such notification is mandated by law.

10. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

11. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

12. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of 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, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Consultant shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Consultant shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

18. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance and announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any

term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, contractors, or subcontractors are to smoke or use drugs or alcohol on District sites.

28. **Conflict of Interest.** Consultant shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Consultant shall not hire any officer or employee of District to perform any service by this

Agreement. Consultant affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Consultant's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Consultant acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Consultant receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Consultant agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Consultant absent formal approval.

EXHIBIT "A"
Scope of Work or Services

If not otherwise set forth in the Agreement, the scope of Work or Services shall be as indicated in this Exhibit "A"; the Parties acknowledge and agree that the scope of Work or Services shall not consist of, incorporate, or include any terms and conditions of Consultant's proposal for this Agreement.

EdEquity, Inc. will provide professional learning support in the following areas:

- Administrative leadership coaching at the high schools (Armijo HS, Fairfield HS, Rodriguez HS and Sem Yeto HS)
- Support the implementation of SPSA goals and actions to improve school climate and achievement
- Support the development of Instructional Teacher Leader to improve school climate and instructional practice
- Sustain the professional learning support at identified elementary schools (Cleo Gordon Elementary, Fairview Elementary and Cordelia Hills Elementary)
- Facilitate year III district leadership professional learning: Courageous Equity Leadership

School Site	Training Dates (subject to change)		Total
	2019 Dates	2020 Dates	
Armijo High School	<ul style="list-style-type: none"> • September 16, 2019 • October 21, 2019 • November 18, 2019 • December 16, 2019 	<ul style="list-style-type: none"> • January 22 or 29, 2020 • February 27, 2020 • March 16, 2020 • April 20, 2020 • May 18, 2020 • June 15, 2020 	10 days (\$30,000)
Cleo Gordon Elementary School	<ul style="list-style-type: none"> • October 15, 2019 	<ul style="list-style-type: none"> • January 14, 2020 • February 11, 2020 	3 days (\$9,000)
Cordelia Hills Elementary School	<ul style="list-style-type: none"> • October 8, 2019 	<ul style="list-style-type: none"> • January 15, 2020 	2 days (\$6,000)
Fairfield High School	<ul style="list-style-type: none"> • August 13, 2019 • September 9, 2019 • September 18, 2019 • October 21, 2019 • December 2, 2019 	<ul style="list-style-type: none"> • January 23, 2020 • February 10, 2020 • March 24, 2020 • April 27, 2020 	9 days (\$27,000)
Fairview Elementary School	<ul style="list-style-type: none"> • September 17, 2019 • October 29, 2019 	<ul style="list-style-type: none"> • January 28, 2020 • February 25, 2020 • March 31, 2020 • April 28, 2020 	6 days (\$18,000)
Leadership Meetings Central Office	<ul style="list-style-type: none"> • October 21, 2019 	<ul style="list-style-type: none"> • February 10, 2020 • April 27, 2020 	3 Days (No Cost)
Rodriguez High School	<ul style="list-style-type: none"> • August 22, 2019 • September 10, 2019 • November 5, 2019 	<ul style="list-style-type: none"> • January 21, 2020 • April 7, 2020 	5 Days (\$15,000)
Sem Yeto High School	<ul style="list-style-type: none"> • August 14, 2019 • September 19, 2019 • October 1, 2019 • November 7, 2019 • December 3, 2019 	<ul style="list-style-type: none"> • January 7, 2020 • February 18, 2020 • March 3, 2020 • April 6, 2020 • May 7, 2020 	10 Days (\$30,000)

All related contract correspondence must reference the applicable contract #7836-20. All invoices must reference the applicable purchase order number. Payment terms are net 30 days after receipt of each invoice.



EDEQUITY, INC
CONSULTANT SERVICE AGREEMENT
Fairfield-Suisun Unified School District
Contract 2019-006

THIS AGREEMENT for consultant services ("AGREEMENT") is made and entered into this 13th day of AUGUST 2019, FAIRFIELD-SUISUN called "**DISTRICT**," and EDEQUITY, INC., A California Corporation, hereinafter called "**CONSULTANT**." **DISTRICT** and **CONSULTANT** may be referred to individually as "**PARTY**" or collectively as "**PARTIES**."

RECITALS

WHEREAS, **CONSULTANT** is especially skilled, trained, experienced, and competent to render the services and advice described in Article 1 of this **AGREEMENT** and **DISTRICT** requires these services and advice;

NOW, THEREFORE, **DISTRICT** and **CONSULTANT** mutually agree as follows:

1. Services to be provided by **CONSULTANT**.

CONSULTANT will provide professional learning support in the following areas:

- Administrative leadership coaching at the high schools (Armijo HS, Fairfield HS, Rodriguez HS and Sem Yeto HS).
 - Support the implementation of SPSA goals and actions to improve school climate and student achievement.
 - Support the development of Instructional Teacher Leader to improve school climate and instructional practice.
 - Sustain the professional learning support at identified elementary schools (Cleo Gordon EL, Fairview EL and Cordelia Hills EL).
 - Facilitate year III district leadership professional learning: Courageous Equity Leadership.
- a. **CONSULTANT** will fulfill the terms of support no later than July 1, 2020 ("**TERM**").
- b. **CONSULTANT** will perform said services as an independent consultant under the direction of the **DISTRICT** in the pursuit of his/her independent calling and not as an employee of **DISTRICT**; and he/she shall be under the control of **DISTRICT** as to the result to be accomplished.





2. DISTRICT Obligations

- a. **DISTRICT** will prepare and furnish to **CONSULTANT** upon his/her request such information as is reasonably necessary to the performance of **CONSULTANT'S** work under this **AGREEMENT**. **CONSULTANT** assumes no responsibility for the quality of work performed by **DISTRICT's** employees.
- b. **DISTRICT** is responsible for the venue, meals/refreshments, registration, publicity, and participating staff.

3. CONSULTANT'S Fee and Payment Thereof

- a. The **DISTRICT** will pay the **CONSULTANT** an amount of one hundred and thirty-five thousand dollars (\$135,000.00 dollars) plus travel expense; for direct service and network planning.
- b. Additional days of service exceeding the contracted days will be negotiated by **DISTRICT** and **CONSULTANT**.
- c. **DISTRICT** shall not withhold federal and state income tax deductions from payments made to **CONSULTANT** under this **AGREEMENT**, but will provide **CONSULTANT** with a statement of earning at the conclusion of each calendar year.
- d. **CONSULTANT** will provide **DISTRICT** with a payment installment schedule for invoicing of specified services under this **AGREEMENT**, which is due and payable upon receipt of invoice.
- e. In the event **DISTRICT** does not pay within 60 days of date payment is due and specified in section 3 of this contract, **CONSULTANT** has the right to charge a late fee of 1.5% of the outstanding payment due per month starting from the original date the payment was due.

4. Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of AGREEMENT

If the cancellation is for unsatisfactory performance, **DISTRICT** shall be obligated to pay **CONSULTANT** only for those services deemed by **DISTRICT** to be satisfactory as of the effective date of cancellation or termination. If the cancellation is a result of **DISTRICT'S** decision to suspend indefinitely or abandon the work under this **AGREEMENT**, **DISTRICT** shall be obligated to pay **CONSULTANT** for those services as specified in this contract.





5. Additional charges for rescheduling or canceling work. This Agreement represents a firm commitment between **DISTRICT** and **EDEQUITY, INC.** for the services agreed upon in on the dates set forth therein. If **DISTRICT** decides to make one or more changes, the following schedule of additional fees and charges is agreed upon by the parties to this Agreement:
 - a. Canceling or changing any instructor day(s) less than thirty (30) days in advance of the scheduled date(s) agreed upon: **DISTRICT** will pay a Cancellation Fee equal to fifty percent (50%) of the instruction fees and materials agreed upon for each instructor day so canceled or changed; however, if such cancellation(s) occurs thirty (30) days or less before the schedule date(s) involved, the above Cancellation Fee shall be seventy-five percent (75%) of the instruction fees and materials plus any expenses **CONSULTANT** has already incurred.
 - b. For any unique materials requested by **DISTRICT** for a canceled date, **CONSULTANT** will charge 100% of the costs quoted for such materials.
 - c. Indemnification. **CONSULTANT** shall defend, indemnify and hold the **DISTRICT**, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of **CONSULTANT**, its officials, officers, employees, agents, consultants and **DISTRICT's** arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. **CONSULTANT** shall defend, at **CONSULTANT'S** own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against **DISTRICT**, its directors, officials, officers, employees, agents or volunteers.

CONSULTANT shall pay and satisfy any judgment, award or decree that may be rendered against **DISTRICT** or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. **CONSULTANT** shall reimburse **DISTRICT** and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. **CONSULTANT'S** obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the **DISTRICT**, its directors, officials, officers, employees, agents or volunteers.





6. Insurance

- a. **CONSULTANT** shall obtain and maintain at its sole cost and expense throughout the Term the following insurance coverage: (a) Commercial (Comprehensive General) Liability with minimum limits of 1,000,000.00 for bodily injury and property damage per occurrence and \$1,000,000.00 for bodily injury and property damage in the aggregate and (b) Worker's Compensation with minimum limits as required by the Labor Code of the State of California. **CONSULTANT** shall deliver to **DISTRICT**, certificates evidencing all required policies, which identifies the **DISTRICT** as an additional insured.

7. Non-assignment

This **AGREEMENT** shall not be assignable except with written consent of **PARTIES**.

8. Notices

Any required notices hereunder shall be given in writing at the address of each **PARTY** set forth below and shall be deemed served when delivered or, if delivery is not accomplished by reason or some fault of the addressee, when tendered.

If to EDEQUITY, INC.:

360 South Market Ave Ste. 2001
San Jose, CA 95113
ATTN: Chief Executive Officer
PHONE: (559) 790-1093
www.edequity.com

If to FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT

2490 Hilborn Road
Fairfield, CA 94534
ATTN: Amanda Rish, Director
Purchasing & Contract Services
amandari@fsusd.org
PHONE: (707) 399-5144

8. Special Provisions

- a. **CONSULTANT** shall comply with all federal, state, and local laws and ordinances applicable to such work. **CONSULTANT** shall provide worker's compensation insurance to self-insure his/her services. Any Errors and Omissions claims shall be limited to the extent of the value of this contract.
- b. This **AGREEMENT** may be amended by the mutual written consent of the **PARTIES**.





IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first above written.

EDEQUITY INC.

FAIRFIELD-SUISUN UNIFIED SCHOOL
DISTRICT

A CALIFORNIA CORPORATION

Edwin Lou Javius
Edwin L. Javius, President/CEO

Michelle Henson
Michelle Henson, Asst. Supt. of Bus. Svcs.

20-0080582
Tax ID #

Date: 10/22/19

JP

