



This agreement is between the **North Clackamas School District**, hereafter called **District**, and **Ajusted School Equity Solutions LLC**, hereafter called **Contractor**.

Administrators of this agreement are:

Contracted:

Administrator: Dr. Muhammad Khalifa
Title: President/CEO
Organization: Ajusted School Equity Solutions LLC
Address: PO Box 8043, St. Paul, MN 55108
Phone: 734-904-3458
Fax: 7344840851
Email: drkhalifa@crsli.org
Federal ID Number: 84-2313511

District:

Petra Callin
Executive Director of High Schools
12400 SE Freeman Way
Milwaukie, OR 97222
503-353-6049
503-353-6050
callinp@nclack.k12.or.us

1. Purpose

The purpose of this agreement is to provide 2.5-Day PD training through our Culturally Academy Responsive School Leadership Academy

2. Effective Date and Duration

This agreement shall become effective on the date all required signatures are obtained. Unless earlier terminated, amended or extended, this agreement shall expire when Contractor's completed performance has been accepted by District or (February 7, 2020), whichever is sooner. This contract may be renewed upon mutual agreement of the parties for up to 5 years.

3. Statement of Work

The Statement of Work, including the delivery schedule for the work, is contained in **Exhibit A** attached hereto and by this reference made a part hereof.

4. Consideration

A. District agrees to pay Contractor, from available and authorized funds as provided in paragraph 8, the sum of up to **\$30,000.00** for accomplishing the work required by this agreement. The maximum, not-to-exceed compensation payable to Contractor under this agreement, which includes any allowable expenses, is **\$30,000.00**.

B. Any interim payments to Contractor shall be made only in accordance with the schedule and requirements in **Exhibit A**.

5. Subcontracts

Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without District's prior written consent. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

6. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written amendment signed by the parties. The amendment shall be effective as of the date on which every party has signed the amendment and all requisite approvals are obtained. All amendments to this Agreement shall comply with applicable statutes and administrative rules.

7. Termination

A. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) calendar

day's written notice. (continued on page 2)

B. The District may terminate this agreement effective upon delivery of written notice to the Contractor, or at such other date as may be established by the District under any of the following conditions:

1. If District funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the agreement may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement, or are no longer eligible for the funding proposed for payments authorized by this agreement.
3. If the Contractor fails to perform the work specified herein, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the District, fails to correct such failures within ten (10) days or such longer period as the District may authorize.

8. Funds Available and Authorized

The District certifies at the time the agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this agreement within the District's current appropriation and limitation. Contractor understands and agrees that District's payment of amounts under this agreement attributable to work performed after the last date of the current biennium is contingent on District receiving appropriations, limitations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement. In the event the District fails to have sufficient appropriations, limitations, or other expenditure authority, District may terminate this agreement without penalty or liability to the District, effective upon the delivery of written notice to the Contractor, with no further liability to Contractor.

9. Access to Records

The District, and its duly authorized representatives shall have access to the books, documents, papers and records otherwise privileged under law of the Contractor which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcript.

10. Compliance with Applicable Law

Contractor will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) the Fair Labor Standards Act; (v) the Occupational Safety and Health Act of 1970; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

11. Sensitive Information

Except for information that is already a matter of public record, CONTRACTOR shall not publish or otherwise disclose, except to District or as otherwise required by law, any information or data obtained hereunder from private individuals, organizations, or public agencies in a publication wherein the information or data furnished by or about any particular person or establishment can be identified, except with the written consent of such person or establishment.

Information concerning the business of the District, its financial affairs, and its relations with its clients and employees, as well as any other information that may be specifically classified as confidential by the District, shall be kept confidential. CONTRACTOR shall instruct its employees and subcontractors to keep such information confidential by using the same care and discretion that they use with similar information that the CONTRACTOR designates as confidential.

12. Alcohol/Drug/Firearm Policy

District prohibits the use of drugs, tobacco, alcohol, or firearms on District property.

13. Indemnification

Contractor shall defend, indemnify, and hold District, its officers, agents, and employees harmless against all liability, loss, costs, or expenses, including attorney's fees, and against all claims, actions, or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the performance of this agreement or by conditions created thereby, or based upon violation of any statute, ordinance, or regulation. This contractual indemnity provision does not abrogate common law

or statutory law liability and indemnification to District, but is in addition to such common law or statutory law provisions.

14. Insurance

As evidence of the insurance coverage required by this contract, the Contractor shall furnish Certificate(s) of insurance to the District before final award can be authorized. The insurance coverage required under this contract shall be obtained from acceptable insurance companies or entities. The contractor shall be financially responsible for all deductibles, self-insured retention and/or self-insurance included hereunder. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract:

- ☒ Commercial General Liability Insurance covering bodily injury and property damage. Combined single limit per occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than \$2,000,000.
- ☐ Automobile Liability. Combined single limit per occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than \$1,000,000.
- ☐ Professional Liability. Combined single limit per occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than \$1,000,000.

All subject employers working under this contract are either employers that will comply with ORS 656.017 which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers, or employers that are exempt under ORS 656.126. [2003 c.794 §76c] In addition, Contractor will obtain, at contractor's expense, and keep in effect during the term of this contract, Employers Liability Insurance with a limit of not less than \$1,000,000 per each occupational accident/disease. The Commercial General Liability and Automobile Liability insurance coverage required for performance of the contract shall include North Clackamas School District, its divisions, officers, and employees as Additional Insured but only with respect to the Contractor's activities to be performed under this contract.

15. Independent Contractor Status

This Contract is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between District and Contractor, but is rather an agreement between independent parties, these being District and Contractor.

16. Background Check Certification

Contractor shall ensure that employees and agents with the opportunity for direct, unsupervised contact with students have successfully passed a nationwide background check. Employees or agents convicted, or arrested without resolution, of the crimes listed in ORS 342.143(3)(a), constitutes failure of the background check.

17. Merger Clause

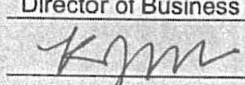
This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement. Both parties, by the signature below of its authorized representative, hereby acknowledges that s/he has read this agreement, understands it and agrees to be bound by its terms and conditions.

SIGNATURES

North Clackamas School District

Name: Kerensa Mauck

Title: Director of Business Operations

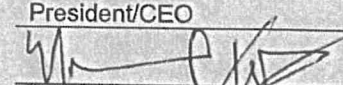
Signature: 

Date: 1/24/2020

Ajusted School Equity Solutions LLC

Name: Muhammad Khalifa

Title: President/CEO

Signature: 

Date: 1-24-2020

ASES

District and ~~XXXX~~ mutually express their agreement and common understanding as follows:

Responsibilities

- 1) District Responsibilities: For the district employees who will be participants in the Culturally Responsive School Leadership Academy, which is a product of Ajusted, to addend the 2.5-day academy. Ajusted also requests that participants complete all of the pre-reading prior to attending the 2.5-day academy.
- 2) Ajusted School Equity Solutions LLC's Responsibilities: to provide the training, pre-reading, and cover the cost for breakfast and lunch. And to provide learning activities that will help administrators to become more culturally responsive.
- 3) Both Parties: To come with open minds and engage the process with the assumption that learning can happen that will lead to a shift in school leadership practice.

Potential items to cover:

- What the entities are agreeing to; activities to be performed by each and what means they shall be performed
- When the service is to be performed/goods delivered
- Locations
- Details about the service or good
- Apportionment for providing funds to pay for expenses incurred
- Apportionment of fees or revenue derived and manner in which, revenue should be accounted for, if applicable
- Transfer of personnel and preservation of their employment benefits, if applicable
- Transfer of possession of or title to real or personal property, if applicable