

# **SANGER UNIFIED SCHOOL DISTRICT**

## **AFFILIATION AGREEMENT**

THIS AGREEMENT, is made and entered into this 23rd day of May, 2017, by and between the Sanger Unified School District, a public agency ("DISTRICT") and Firebaugh Las-Deltas Unified School District. ("AFFILIATE"), and

### **WITNESSETH:**

WHEREAS, the DISTRICT requires teacher and administrator participants for the Long Term English Learner Project Extension (LTEL)., and

WHEREAS, it is to the mutual benefit of the parties hereto to have teachers and administrators participate in Long Term English Learner Project Extension (LTEL)., and

WHEREAS, DISTRICT governing school board ratifies THIS AGREEMENT, and

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits derived therefrom, the parties hereto agree as follows:

### **I. DISTRICT SHALL:**

1. Compensate AFFILIATE in a quarterly sum amounts. Total compensation shall not exceed Seventy-Six Thousand, Five Hundred and Twenty Dollars (\$76,520.00), including all expenses. All expenditures will follow the specific categories outlined in the LTEL grant application approved by the Central Valley Foundation. The agreement shall be effective from June 27, 2017 through June 30, 2018.

### **II. AFFILIATE SHALL:**

1. Submit invoices to DISTRICT in March and June for work completed. DISTRICT shall pay invoices within thirty (30) days after receipt, if the work specified in the invoice has been satisfactorily completed.

### **III. GENERAL PROVISIONS:**

1. THIS AGREEMENT may be terminated at any time by either party, without cause, upon thirty (30) days written notice to either party. Upon receipt of such notice, AFFILIATE shall immediately cease all work.
2. Either party may request changes in the scope of services. Such changes, and any increase or decrease in compensation, must be authorized in advance by DISTRICT in writing, and incorporated into THIS AGREEMENT as an amendment.

3. All materials prepared by AFFILIATE under THIS AGREEMENT shall become the property of DISTRICT. AFFILIATE shall have no property interest in any such materials.
4. Students are volunteers of the DISTRICT and entitled to Worker's Compensation coverage. The AFFILIATE will provide Worker's Compensation coverage to students for injury or disease arising out of their use of the DISTRICT'S facility while participating in the AFFILIATE'S program.
5. Indemnification: AFFILIATE shall indemnify, hold harmless and defend, with counsel acceptable to DISTRICT, the DISTRICT and each of its officers, officials, employees, agents and volunteers from and against any and all claims, loss, liability, fines, penalties, forfeitures, costs, expenses, including reasonable attorney fees, and damages for personal injury, wrongful death, emotional distress, economic damage or damages of any type whatsoever, that arise out of, pertain to, or relate in any way to the performance of this agreement by AFFILIATE or AFFILIATE'S employees, agents or students. AFFILIATE shall bear all losses, costs, damages, expenses, including but not limited to attorney fees, investigative costs and other costs of litigation, and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly. This obligation to defend, hold harmless and indemnify the DISTRICT shall not apply if the liability is caused by the sole negligence or willful misconduct of the DISTRICT but shall apply in all other cases, even if negligence on the part of the DISTRICT, whether active or passive, contributes to the loss or damages claimed.
6. The indemnification obligations of this agreement shall survive termination or expiration of THIS AGREEMENT.

AFFILIATE shall, at all times maintain in full force and effect the following insurance:

COVERAGE

Workers' Compensation

Commercial Liability or Comprehensive General Liability; including endorsements for premises operations, explosion and collapse hazard, underground hazard, products liability and completed operations, contractual, broad form property form property damage, independent contractors, and personal injury

Automobile Liability: including

LIMITS OF LIABILITY

Statutory

Bodily Injury:

\$ N/A each occurrence

\$ N/A aggregate

Property Damage:

\$ N/A each occurrence

\$ N/A aggregate

Personal Injury:

\$ N/A each occurrence

\$ N/A aggregate

Bodily Injury:

\$N/A each occurrence

endorsement for owned, hired and non-owned automobiles	\$ <u>N/A</u> aggregate
	Property Damage:
	\$ <u>N/A</u> each occurrence
	\$ <u>N/A</u> aggregate
Professional Liability (errors and omissions)	\$ <u>N/A</u>

**Additional Endorsements: (\*\*The policy endorsements below shall be considered contractual requirements.)**

- The DISTRICT, including members of the governing board, their agents, officers, and employees are to be made additional insured on the Commercial General Liability and Auto Liability Policies.
- The AFFILIATE'S Commercial General Liability and Auto Liability Policy shall be named Primary and Non-Contributory coverage for the DISTRICT.
- The AFFILIATE'S Commercial Liability policy does not exclude bodily injury to participants and does not have a sub-limit of liability for bodily injury to a participant.
- The AFFILIATE'S Commercial General Liability and Auto Liability carrier agrees to waive the rights to subrogate against the DISTRICT or any of its insurance policies.
- The AFFILIATE'S Workers' Compensation Insurance Carrier agrees to waive their rights to subrogate against the DISTRICT or any of its insurance policies.

**Certificate Holder:**

Sanger Unified School District  
Risk Management Dept.  
1905 7<sup>th</sup> St  
Sanger, CA 93657

**Cancellation Notice:** A statement by the insurance company that it will not cancel or reduce said policy or policies without giving 30 days' prior written notice to the named certificate holder.

A certificate of insurance, if required by owner, evidencing all such coverage, in a form approved by the DISTRICT, shall be filed with the DISTRICT prior to doing any work under THIS AGREEMENT. The certificate shall provide that at least thirty (30) days' prior written notice of any material change or cancellation of the policies shall be given to the DISTRICT as certificate holder. All policies, except professional liability shall be written on an "occurrence" basis. Any insurance written on a "claims made" basis shall be subject to the approval of DISTRICT.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve AFFILIATE of liability in excess of such coverage, nor shall it preclude DISTRICT from taking

such other actions as are available to it under any other provision of THIS AGREEMENT or law.

7. Representatives of DISTRICT shall have right of access to AFFILIATE's technical plans, files and records relating to DISTRICT projects, and may review the work at appropriate stages during performances of the work.
8. Time is of the essence of THIS AGREEMENT.
2. AFFILIATE will comply with all Federal, State and local laws and ordinances as may be applicable to the performance of work under THIS AGREEMENT.
3. This is an integrated Agreement, and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.
4. AFFILIATE agrees that it has the time, ability and professional expertise to perform the services required under THIS AGREEMENT.
5. In the event of any conflict between THIS AGREEMENT and the AFFILIATE the provisions of THIS AGREEMENT shall govern.
6. THIS AGREEMENT is to the mutual benefit of the parties hereto that students have opportunities to use the facilities of the DISTRICT for their learning experience. There shall be no assignment of THIS AGREEMENT by AFFILIATE without prior written consent of DISTRICT.
7. Any notices to parties required by THIS AGREEMENT shall be delivered or mailed, United States first class, postage pre-paid, addressed as follows:

**SANGER UNIFIED SCHOOL DISTRICT**

**AFFILIATE**

Superintendent  
Sanger Unified School District  
1905 Seventh Street  
Sanger, CA 93657-2897

Superintendent  
Firebaugh Las-Deltas Unified School District  
1976 Morris Kyle Drive.  
Firebaugh, CA 93622

Either party may amend its address for notice by notifying the other party in writing.

8. In any action brought by either party to enforce the terms of THIS AGREEMENT, the prevailing party shall be entitled to recover its reasonable attorney's fees.
9. Any action arising out of THIS AGREEMENT shall be brought in Fresno County, California, regardless of where else venue may lie.

10. AFFILIATE shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be an officer or employee of DISTRICT by reason of THIS AGREEMENT.
11. AFFILIATE warrants that it has not employed or retained any company or person, other than a bona fide employee working for the AFFILIATE, to solicit or secure THIS AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift of any other consideration, contingent upon or resulting from the award or making THIS AGREEMENT. For breach or violation of this warranty, DISTRICT shall have right to annul THIS AGREEMENT without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
12. THIS AGREEMENT shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
13. AFFILIATE shall not engage in unlawful discrimination, including but not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, disability or medical condition, marital status, citizenship, gender, or sexual orientation.
14. AFFILIATE shall maintain and make available for inspection and audit by DISTRICT or its agents, accurate records of all costs, disbursements and receipts with respect to work performed under THIS AGREEMENT.
15. AFFILIATE shall make all disclosures required by District's conflict of interest code in accordance with the category designated by DISTRICT.
16. This Agreement shall become effective on the date of countersignature and shall continue to a period of five (5) years.

IN WITNESS WHEREOF, the Sanger Unified School District, a public agency, has executed THIS AGREEMENT and AFFILIATE has caused THIS AGREEMENT to be duly executed.

AFFILIATE

SANGER UNIFIED SCHOOL DISTRICT

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By: \_\_\_\_\_  
Superintendent