

# WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

## Master Contract For Nonpublic Agency or Professional Services

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Providers Name

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School Year

**WILLIAM S. HART UNION HIGH SCHOOL DISTRICT**  
**MASTER CONTRACT FOR**  
**NONPUBLIC, NONSECTARIAN SCHOOL / AGENCY or PROFESSIONAL SERVICES**

THIS MASTER CONTRACT ("Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, between the William S. Hart Union High School District ("DISTRICT") a California public school district, and \_\_\_\_\_, hereinafter referred to as "PROVIDER" for the purpose of providing special education and/or designated instruction and services ("DIS") to individuals with exceptional needs under the authorization of California Education Code §§ 56035, 56157, 56365 - 56366.12.

**I. TERM**

This Contract shall commence on \_\_\_\_\_ and terminate at 6:00 p.m. on \_\_\_\_\_ unless terminated earlier date as provided below.

**II. SCOPE OF SERVICES**

Provider shall use reasonable efforts to provide the Services and provide certain personnel to perform the work described in Exhibit A: Statement of Work for District in accordance with the terms and conditions of this Contract. PROVIDER's employees and any person acting with PROVIDER's authorization or consent who may come into contact with pupils shall collectively hereinafter be referred to as "Supplied Personnel".

On or before the commencement date of this Contract, Provider shall provide to District a written description of its program of special education services, including types of available designated instruction and services ("DIS"), behavior management system(s), therapy services, and any other applicable service and the applicable rates that may be provided to District students pursuant to this Contract.

**III. RATES**

District will pay Provider for the Services and Supplied Personnel at the rates set forth in Exhibit A and will also pay any additional costs or fees set forth in Section J of the Contract.

**IV. CONTRACT DOCUMENTS**

1. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from the counterpart originals and combined to physically form one or more copies of this Contract having original signatures of both Parties.
2. **Due Authority.** Each person signing this Contract on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Contract.
3. **Component Parts of the Contract.** This Contract is only one of several documents that sets forth the complete understanding and agreement of the District and the Provider with respect to the Services. The Contract is composed of all of the below-listed Contract Documents, as may be amended in accordance with their provisions, and each such document is hereby incorporated as an operative and effective part of the Contract. The Contract Documents shall be deemed and construed to be

complementary and an integrated whole. Any requirement or provision set forth in one Contract Document, but not in one or more of the other Contract Documents, shall be interpreted as if set forth in or applicable to all Contract Documents. The Contract Documents include, but are not limited to, all of the following:

- (i) General Provisions;
- (ii) Exhibits A - Scope of Services and Rates
- (iii) Contract Forms
  - Certification of Drug-Free and Tobacco-Free Workplace;
  - Statement of Certifications, Credentials, Licenses, and Clearances
  - Certification of Employee Background

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Contract as evidenced by their signatures below.

**PROVIDER:** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fed Tax ID: \_\_\_\_\_

**WILLIAM S. HART UNION HIGHT SCHOOL DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **GENERAL PROVISIONS**

### **A. DEFINITION OF TERMS AND ACRONYMS**

The following terms and acronyms shall apply in this Contract:

- CONTRACT (Master Contract)
- CDE (California Department of Education)
- DAYS (Calendar days, unless otherwise specified)
- DIS (Designated Instruction and Services)
- DISTRICT (William S. Hart Union High School District)
- DISTRICT Student (Any student for whom DISTRICT is responsible for providing special education and related services.)
- Office of Administrative Hearings (OAH)
- NPA (Nonpublic Agency)
- PARENT (Means the natural parent, adoptive parent, surrogate parent, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or as otherwise provided by law)

### **B. COPY OF IEP AND ASSESSMENTS**

As specified in the Contract, PROVIDER will provide each designated pupil a DIS service that is consistent with the pupil's IEP, IF APPLICABLE, PROVIDER shall obtain from the DISTRICT a copy of pupil's most recent IEP and related assessments.

### **C. PROGRESS REPORTS**

If Applicable, Progress Reports relating to goals and objectives in a pupil's IEP and other data required for review shall be sent by PROVIDER to DISTRICT and parents at intervals required by federal and state law (e.g., progress report and report card periods in pupil's district of residence), as required by a pupil's IEP, and within five (5) days of DISTRICT's request.

### **D. IEP/ITP MEETINGS**

PROVIDER is responsible for attendance at IEP meetings. PROVIDER's performance of this Section D shall be at no additional cost to the DISTRICT. PROVIDER agrees to use DISTRICT's IEP, ITP and service log forms, which may from time-to-time be modified.

### **E. DUE PROCESS & COMPLAINTS**

PROVIDER, including any staff necessary for the defense of DISTRICT's case, shall fully participate in mediations and hearings, at no additional cost to the DISTRICT, as requested by DISTRICT, and without the need for subpoena. PROVIDER shall also fully participate in related investigation and provide documentation pertaining to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency.

### **F. PROGRAM MONITORING**

#### **F1. Inspection & Audit of Records**

PROVIDER shall make available access to and provide copies of any books, documents, papers, reports, records, including but not limited to PROVIDER's articles of incorporation, bylaws, and list of current board of directors, and other matter relating to the Contract within ten (10) working days of a request by DISTRICT or as required by law. DISTRICT shall state the reason for request at time of the request.

PROVIDER shall make available to DISTRICT all budgetary information and projections for

purpose of contract negotiations for the period being audited to facilitate assessment of the extent to which funds were expended consistently with said budgetary information. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit.

## **F2. Parental Visitation**

PROVIDER shall permit reasonable parental visits to the NPA facilities including, but not limited to, the instructional setting attended by the pupil, school and recreational activity areas, therapy rooms (as permitted by law) and if applicable.

## **G. CERTIFICATION, CREDENTIALS AND LICENSES**

- a. PROVIDER shall comply with written notice requirements of Education Code § 56366.1(b)(1) when PROVIDER seeks an initial certification or renewal of certification.
- b. If PROVIDER's state certification or waiver will expire during the term of this Contract, PROVIDER shall provide DISTRICT with an updated certification prior to the expiration date. This Contract shall terminate if PROVIDER's state certification or waiver expires and is not renewed without interim break or is revoked, rescinded or otherwise nullified during the term of this Contract. If such terminating event occurs, PROVIDER shall notify DISTRICT in writing immediately. PROVIDER shall not be entitled to payment during any period when a valid state certification or waiver was not in effect.
- c. PROVIDER shall employ, contract, and/or otherwise hire individuals who are adequately trained to perform duties required under the IEP and have sufficient experience, according to prevailing professional standards, to provide the services for which the individual is engaged. Individuals employed, contracted, and/or otherwise hired by PROVIDER shall be licensed, credentialed, and/or otherwise qualified as required by applicable laws and regulations. PROVIDER shall not be compensated for special education and/or related services/DIS provided by such individuals who were not at the time services were rendered appropriately licensed, credentialed and otherwise qualified or whose credential(s) or license(s) were not on file with DISTRICT.
- d. PROVIDER shall be responsible for verification of security clearance, credentials, and licenses held by its employees, agents, regular/on-going volunteers and Subcontractors before such persons may commence services. At the time of execution of this Contract, and within thirty (30) days of any change, PROVIDER shall complete under penalty of perjury, and submit to DISTRICT a "Statement of Certifications, Credentials, Licenses, and Clearances," or a copy of the Staff List and Clearance Information form from the NPA application on CAIS with staff training dates attached.
- e. PROVIDER shall notify DISTRICT in writing, by email, or by facsimile within five (5) days of the occurrence of Personnel changes, which may affect the provision of special education and/or DIS to pupils.
- f. PROVIDER shall ensure that all teaching and pupil services Personnel who are not fully credentialed are directly supervised by a person who possesses a valid, appropriate credential. Supervision shall include, but not be limited to, direct access by staff to his/her supervisor on a daily basis for technical support, guidance and emergency interventions in order to provide FAPE to pupils.

## **H. RECORDS**

### **H1. Pupil Records**

PROVIDER agrees to keep a current listing of names and positions of employees who have access to "pupil records" as that term is defined by Education Code § 49061(b). All pupil records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain access log delineating date, time, agency, and identity of any person accessing pupil records who is not in the direct employ of the PROVIDER. Subcontractors shall not be considered in the direct employ of the PROVIDER for the purposes of accessing pupil records. PROVIDER also agrees to comply with the parental right to request records, the parental right to inspect a pupil's file as defined in the federal law under the Family Educational Rights and Privacy Act of 1974 ("FERPA") and California Education Code § 49060 *et seq.* and 56000 *et seq.*, and to maintain the confidentiality of pupil records in accordance with applicable laws and regulations.

Within five (5) days of a pupil's transfer out of the LEA, PROVIDER shall forward all pupil records to the pupil's district of residence.

### **H2. Attendance Records- (Nonpublic Agency Only)**

- a) PROVIDER shall keep a daily attendance log (time card) for each service hour recorded with student which will be submitted to DISTRICT Special Education Department on a bi-monthly or monthly basis. Attendance log will be presented to designated personnel at the school site for documentation of attendance.
- b) ABSENCES – PROVIDER shall notify DISTRICT in writing when a pupil's absences exceed three (3) sessions. Make-up sessions shall be scheduled to occur within thirty (30) days after the missed session. All DIS shall be provided by PROVIDER during the DISTRICT's regular school and extended school calendar days unless otherwise specified in the IEP.
- c) PROVIDER ABSENCE - When a PROVIDER is absent, PROVIDER shall inform DISTRICT Special Education Department on the day of absence within an hour of the start time for PROVIDER.
- d) MAINTENANCE OF RECORDS: The attendance records shall be maintained by PROVIDER for as long as PROVIDER remains in operation for the provision of special education and/or DIS: daily service logs and notes or other documents used to record the provision of DIS. All records shall be maintained in accordance with applicable laws and regulations.

## **J. PAYMENT PROVISIONS**

### **J1. Charges**

- a) Except as provided in Section III of this Contract PROVIDER shall not bill for or collect any charges other than those specified in the IEP for the provision of FAPE.
- b) PROVIDER mileage shall be documented by a daily mileage log for any District-related and District approved condition which requires PROVIDER attendance. Reimbursement will be provided at the current IRS rates.
- c) PROVIDER shall not charge DISTRICT for services for any student who no longer meets the definition of "Individuals with exceptional needs" as set forth in California Education Code § 56026.

## **J2. School Calendars**

- a) DISTRICT shall submit its approved school instructional calendar (regular and extended year) to the PROVIDER upon execution of this Contract.
- b) Services shall not be scheduled and payment shall not be due for services provided during winter break, spring break, inter-sessions, or the period between extended school year and the fall semester, or at any time other than in accordance with the DISTRICT-approved school calendar, unless otherwise authorized in writing in advance by DISTRICT and called for in a pupil's IEP.
  - 1) Supplied Personnel are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. Provider will charge District special rates for premium work time only when Supplied Personnel's work on assignment to District, viewed by itself, would legally require premium pay and District has authorized, directed, or allowed the Supplied Personnel to work such premium work time. District's special billing rate for premium hours will be the same multiple of the regular billing rate as Provider is required to apply to the Supplied Personnel's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, District will be billed at 150% of the regular bill rate.)
- c) DISTRICT observes the following legal holidays: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday (Presidents' Day), Memorial Day, and other holidays as specified in the DISTRICT official calendar. PROVIDER shall not schedule the provision of services on any such dates without advance, written authorization of DISTRICT.

## **J3. Payment Unit**

### **a) Professional Services**

The DISTRICT shall pay to the PROVIDER, in exchange of satisfactory performance by the PROVIDER of the Scope of Services required pursuant to this Contract, such all-inclusive compensation as specified in the Scope of Services and Rate sheet, (Exhibit A), or as otherwise agreed to between the Parties. Such compensation shall be payable by monthly invoicing submitted to the DISTRICT by the PROVIDER. The DISTRICT shall pay undisputed invoices within thirty days of receipt from the PROVIDER. The DISTRICT may, within ten days of receipt of a payment request from PROVIDER, reasonably request additional information and supporting documentation, in which case the DISTRICT'S time to pay the pending invoice shall be extended by an amount of time equal to the time in which it takes the PROVIDER to submit such information and/or documentation.

- 1) A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by DISTRICT will thereafter be applied first to accrued interest and then to the principal unpaid balance.

### **b) Non-Public Agency**

A unit of service for payment purposes is one hour of DIS. Except as provided in this Contract, DISTRICT shall not be responsible for payment days in which a

pupil's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law.

#### **J4. Right to Withhold**

- a) DISTRICT may withhold payment to PROVIDER when:
  - 1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract;
  - 2) PROVIDER was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records;
  - 3) PROVIDER has failed to submit a payment demand that fully complies with the requirements of Section J, including failure to use the proper form;
  - 4) Special education and/or DIS are provided to pupils by persons who are not appropriately credentialed, licensed, or otherwise qualified;
  - 5) PROVIDER has failed to fully comply with Section M, Insurance.

#### **J5. Audit Exceptions**

- a) PROVIDER agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by DISTRICT or by appropriate state or federal audit agencies occurring as a result of PROVIDER's performance of this Contract. PROVIDER also agrees to pay to DISTRICT within thirty (30) days of written demand by DISTRICT the full amount of DISTRICT'S liability to the state, if any, resulting from any audit exceptions to the extent attributable to PROVIDER's failure to perform properly any of its obligations under this Contract.
- b) Upon DISTRICT's request and except as otherwise provided by law, PROVIDER shall provide DISTRICT, a state agency, a federal agency, and/or an independent agency/firm contracted by DISTRICT, access to the following records within seven (7) days: daily service logs and notes or other documents used to record the provision of special education or DIS; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; liability and worker's compensation insurance policies; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks. Such access shall include unannounced inspections by DISTRICT.
- c) PROVIDER shall comply with any requests resulting from an inspection, review, or audit by DISTRICT, a state agency, a federal agency, and/or an independent agency/firm in a reasonable and timely manner. If an inspection, review, or audit by DISTRICT, a state agency, a federal agency, and/or an independent agency/firm determines that PROVIDER owes DISTRICT monies as a result of PROVIDER's over-billing or failure to perform, in whole or in part, any of its obligations under this Contract, DISTRICT shall provide to PROVIDER written notice demanding payment from PROVIDER and specifying the basis or bases for such demand. Unless PROVIDER and DISTRICT otherwise agree in writing, PROVIDER shall pay to DISTRICT the full amount owed as result of PROVIDER's failure to perform, in whole or in part, any of its obligations under this Contract as determined by an inspection, review, or audit by DISTRICT, a state agency, a federal agency, and/or an independent agency/firm. PROVIDER shall make such payment to DISTRICT within thirty (30) days of receipt of DISTRICT's written notice demanding payment.



## **K. COMPLIANCE WITH LAWS**

### **K1. General**

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, local, CDE, and DISTRICT statutes, laws, ordinances, rules, policies, and regulations including, but not limited to, those relating to special education, the Individuals With Disabilities Education Improvement Act, DIS, corporal punishment, pupil discipline, positive behavior interventions, non-discrimination, sexual harassment, and the Americans with Disabilities Act, as they exist at the time of the Effective Date or as amended. PROVIDER shall fully cooperate with any due process proceedings or complaint investigations.

### **K2. Fingerprints**

PROVIDER shall comply with the requirements of Education Code § 44237, at its sole cost and expense, and without additional compensation from the DISTRICT. In addition, for any persons acting with PROVIDER's authorization or consent, who may come in contact with pupils and who is not covered by § 44237, PROVIDER, to the fullest extent permitted by law, shall comply with the requirements of Education Code § 45125.1 as though such person were PROVIDER's employee. To the extent permitted or required by law PROVIDER shall obtain subsequent arrest information on all Supplied Personnel.

PROVIDER shall not permit any Supplied Personnel or volunteer to come into contact with pupils until the California Department of Justice has completed its review of criminal history files, as set forth in the Education Code, and it has been determined that such Supplied Personnel has not committed any crime that would preclude California public school employment. PROVIDER shall complete and submit to DISTRICT.

At the commencement of the Contract term PROVIDER shall certify in writing to DISTRICT under penalty of perjury, full compliance with this provision as to all current Supplied Personnel and shall provide DISTRICT with a list of the names of such Supplied Personnel. Thereafter, PROVIDER shall similarly certify compliance with respect to any new Supplied Personnel and submit to DISTRICT a revised Statement of Certifications, Credentials, Licenses, and Clearances form and a revised Certification of Employee Background form, on or before the date such new Supplied Personnel assume any duties that may involve contact with pupils.

### **K3. Tuberculosis**

Upon execution of this Contract and upon the employment or hiring of any new employee, PROVIDER shall provide to DISTRICT a report of certificate of tuberculosis examination under Education Code § 49406 and Health and Safety Code § 121525 showing each of its employees was examined and found free from active tuberculosis. The report shall be signed under penalty of perjury.

### **K4. Child Abuse Reporting**

PROVIDER assures DISTRICT that all employees, contractors, agents, and volunteers are familiar with and will adhere to child abuse, missing children and dependent adult reporting obligations and procedures as required by law, including but not limited to, California Education Code § 49370 and California Penal Code §11164 et seq. PROVIDER agrees to provide training to all Personnel regarding mandated reporting of child abuse, missing children, and dependent adults. PROVIDER agrees that all staff members will abide by such laws in a timely manner. PROVIDER shall provide training upon commencement of services by new Personnel and at least annually for all Personnel. PROVIDER shall maintain a written record of its most recent training, including date, matters covered, written materials provided to Personnel, and names of Personnel who received training. A

copy of the written record shall be submitted to DISTRICT at least twice per year, in September and in April.

**K5. Non-Discrimination**

PROVIDER shall not discriminate on the basis of any category protected from discrimination under California law, including but not limited to, race, religion, sex, age, national origin, creed, gender, sexual orientation, or disability in its employment practices or operation of its programs. PROVIDER shall serve Medi-Cal and non-Medi-Cal eligible pupils.

**K6. Sexual Harassment**

PROVIDER shall have established procedures for reporting, investigation and resolution of sexual harassment complaints which must include notice to DISTRICT and to appropriate governmental, social service, and law enforcement agencies. PROVIDER shall ensure that a comprehensive investigation is commenced promptly and completed without delay. PROVIDER shall invite DISTRICT to participate in any such investigation. Upon commencement of services by new Personnel and at least annually for all Personnel, PROVIDER agrees to provide training regarding the unlawfulness of sexual harassment. PROVIDER shall maintain for at least two (2) years a written record of its training, including date, matters covered, written materials provided to Personnel, and names of Personnel who received training.

**K7. Americans with Disabilities Act**

PROVIDER shall be responsible for any structural changes and/or facilities modifications, at PROVIDER'S facilities, required by state and/or federal law to ensure that no barriers to access exist at its facility or therapy location. PROVIDER accepts full responsibility for ensuring Title III compliance and acknowledges that the DISTRICT has no obligation under this Contract to identify or remove access barriers that may exist within PROVIDER's facilities or the area adjacent thereto.

**K8. Health and Safety**

**a) Universal Health Precautions**

PROVIDER agrees that all employees, contractors, agents, and volunteers who may come into contact with pupils in the course of performing duties under this Contract shall follow universal health care precautions, including First Aide training or assistance to a pupil. Upon commencement of any services by new Personnel and at least annually for all Personnel PROVIDER shall ensure that its Personnel are trained regarding universal health care precautions. PROVIDER shall maintain a written record of such training, including date, matters covered, written materials provided to Personnel, and names of Personnel who received training, for at least two (2) years. PROVIDER shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to DISTRICT students. PROVIDER also agrees to provide annual training regarding universal health care precautions to its employees.

**b) Medications**

Should PROVIDER distribute medications to a student, PROVIDER shall comply with the requirements of California Education Code section 49423 when serving a DISTRICT student that is required to take prescription and/or over-the-counter medication during the school day. PROVIDER shall not distribute medications unless written permission is obtained from the DISTRICT. If permission is granted by the DISTRICT to the PROVIDER, the PROVIDER shall keep a written log delineating date, time, dose, type of medication, method of administration, and the

name of PROVIDER's Personnel who dispensed medication to the pupil. PROVIDER shall not make any change in medication, dose, frequency or method of administration. PROVIDER shall ensure that all staff administering medications have requisite training in the administration of the medicine consistent with any order of a pupil's physician.

c) **Accident/Incident Report**

PROVIDER agrees to give immediate verbal notice and submit a written report to DISTRICT within five (5) days of any serious injury to a pupil while student is receiving direct services from PROVIDER if the location of the service is a site that is not owned by the DISTRICT. Serious injury means an injury requiring notification of law enforcement or emergency Personnel.

d) **Disaster Plan**

PROVIDER shall follow the school site detailed disaster plan in the event of a catastrophic occurrence such as, but not limited to, an earthquake, attack on Personnel and/or pupil, fire disaster, lockdown, intruder, bomb threat, medical emergencies and/or power outage.

e) **Fire Code**

PROVIDER shall report within seven (7) days to DISTRICT any violations or items found out of compliance by the fire marshal during inspection of PROVIDER's facility in the event a student is receiving services at PROVIDER'S facility. PROVIDER shall have in place an operational fire warning system that complies with all required local, state and federal laws. PROVIDER shall also have occupancy capacity signs clearly posted in all rooms as required in the California Health and Safety Code and/or by the fire marshal.

## **L. INDEMNIFICATION**

### **L1. General Requirement**

To the fullest extent permitted by law, PROVIDER shall indemnify, defend, and hold "DISTRICT Indemnitees" harmless from any claims, demands, and actions, whether they be equitable or otherwise, and any cost, damage, loss, injury, fine, penalty, and attorney's fee (collectively "Liability") arising out of injury or death of any person or damage to any property caused by, connected with, or attributable to the recklessness, willful misconduct, errors or omissions, or negligent acts of PROVIDER, PROVIDER'S officers, employees, agents, or subcontractors performing under this Contract (including ISAs), except with respect to any liability arising out of the willful misconduct of DISTRICT Indemnities. Any defense of the DISTRICT and/or DISTRICT agents shall be by qualified and appropriately experienced legal counsel reasonably acceptable to the DISTRICT, but selected and retained by the PROVIDER at its sole cost. The PROVIDER's obligations pursuant to this Section shall survive the expiration or termination of this Contract.

The term "DISTRICT Indemnitees" includes the DISTRICT its officers, agents and employees, and its governing boards, officers, agents and employees.

### **L2. District Settlement of Disputes**

Without jeopardizing or compromising any of its rights pursuant to this Contract or as may be available in accordance with law, the DISTRICT may settle any claim, demand, action or other legal proceeding on terms reasonably determined by the DISTRICT Board to be in the best interest of the DISTRICT. Prior to settling, the DISTRICT shall attempt to obtain the PROVIDER'S consent on each such settlement, and the PROVIDER shall not

reasonably deny, delay or condition its approval. If the Parties are unable to agree to a particular terms-for-settlement of any dispute, with result that the PROVIDER does not consent to the settlement, the DISTRICT may nonetheless settle the dispute if the DISTRICT Board has determined that the settlement will be in the DISTRICT's best interests.

### **L3. Payment of Costs**

The PROVIDER shall reimburse to the DISTRICT, or upon request of the DISTRICT shall directly pay, any and all costs, expenses, penalties, judgments, settlements and other amounts paid or owed by the DISTRICT that are payable by the PROVIDER pursuant to the indemnity provisions of this Contract. The PROVIDER shall pay each such amount not later than when the amount is due or within thirty days of receipt of a written invoice from the DISTRICT requesting payment. Any late payments by the PROVIDER shall accrue interest at the maximum legal rate.

### **L4. Insurance Not a Limitation**

The obligations of the PROVIDER pursuant to this Part L shall not be deemed or construed to be (i) conditioned upon or in any other manner limited by the existence of any insurance coverage maintained by a Party or other person or entity; or (ii) conditioned upon the receipt by any person or entity of, or limited to the amount of, any insurance proceeds.

### **L5. Survival of Obligations**

With respect to any and all acts, omissions or incidents occurring prior to the termination or expiration of this Contract, the PROVIDER's obligations pursuant to this Part L shall survive termination or expiration of this Contract, regardless of whether the PROVIDER has then completed all of the Scope of Services.

## **M. INSURANCE**

### **M1. General Provisions**

PROVIDER shall, at his, her, or its sole cost and expense, and, during all periods as required by this Contract, maintain in full force and effect, the following insurance coverage from a California licensed, authorized and/or admitted insurer with a B++, VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with PROVIDER's (or any subcontractor contracted by provider) fulfillment of any of its obligations under this Contract or either party's use of the Services or any component or part thereof:

#### **a) Commercial General Liability Insurance**

A policy of commercial general liability insurance, written on an "occurrence" basis, for bodily injury, personal injury and property damage and must include a separate endorsement naming the DISTRICT, its officers, agents and employees as additional insureds. The policy must provide coverage, with not less than, as follows:

- \$1,000,000 per occurrence
- \$1,000,000 personal & adv. Injury
- \$2,000,000 general aggregate
- \$2,000,000 products/ completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that PROVIDER's policy should have an exclusion for sexual molestation or abuse claims, then PROVIDER shall be required to procure a supplemental policy providing such coverage.

A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement that is applicable "when required by written contract or agreement" shall be included with the Commercial General Liability coverage.

b) **Commercial (Business) Auto Liability Insurance**

Commercial (Business) Auto Liability Insurance for all owned, scheduled, non-owned or hired automobiles, with a combined single limit of not less than \$1,000,000.

If NPA provides transportation services to students utilizing a van, shuttle or bus designed to carry 10 or more passengers, the NPA shall keep in effect a combined single limit business auto liability policy of no less than \$5,000,000 per occurrence. Any excess or umbrella policies can be used to meet the \$5M requirement.

***Automobile Exemption:*** PROVIDERS that will not drive onto DISTRICT premises nor transport students are exempt from this subsection, but must provide a signed Automobile Exemption Declaration Form.

c) **Workers' Compensation and Employers Liability Insurance**

in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement that is applicable "when required by written contract or agreement" shall be included with the Workers' Compensation coverage.

***Sole proprietors with no employees:*** sole proprietors with no employees are exempt from this subsection, but must provide a signed Workers' Compensation Statement.

d) **Errors & Omissions**

Errors & Omission/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

PROVIDER, upon execution of this Contract and periodically thereafter upon request, shall furnish the DISTRICT with certificates of insurance evidencing such coverage. Premiums on all insurance policies shall be paid by PROVIDER and shall be deemed included in PROVIDER's obligations under this Contract at no additional charge to the DISTRICT.

e) **Deductibles and Self-Insurance Retentions.**

Prior to commencing the Scope of Services, the PROVIDER shall disclose in writing to the DISTRICT any deductible or self-insured retentions applicable to any of the insurance that the PROVIDER shall have in effect pursuant to this Contract.

Any such deductible or self-insured retentions are subject to discretionary approval by the DISTRICT. At the option of the DISTRICT, the PROVIDER will either: (i) shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to claims arising in connection with this Contract or (ii) shall provide a financial guarantee satisfactory to the DISTRICT that guarantees payment of losses and related investigations, claims administration, and defense expenses.

**f) Self-insurance**

1. When the self-insurance retention for the PROVIDER is to be \$100,000 or more, the PROVIDER shall submit, in writing, information on its proposed self-insurance program. The submission shall include:
  - A complete description of the program, including types of risks, and limits of coverage
  - The PROVIDER's latest financial statements
  - Claims administration policy, practices, and procedures
  - A disclosure of all captive insurance company and reinsurance agreements, including methods of computing cost.
2. Programs of self-insurance covering workers' compensation:
  - An approved program of self-insurance must include coverage for any employer's liability not covered by commercial insurance.

**g) Provider's Insurance is Primary**

For any claims related to the services, the PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the DISTRICT, its subsidiaries, officials and employees shall be excess of the PROVIDER's insurance and shall not contribute with it. However, this section shall not be applicable to Professional Liability insurance.

All Certificates of Insurance shall contain a reference to the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate.

**h) Duration of Insurance**

Except as provided in this Contract with respect to insurance written on a "claims made" basis, the PROVIDER shall maintain the insurance required pursuant to this Contract in effect at least until the date that is one year following the termination and/or expiration of this Contract.

**i) Notice of Change in Policies**

Should any required policies be cancelled, non-renewed or if the PROVIDER fails to renew, the PROVIDER shall provide notice of such cancellation, non-renewal or failure to renew immediately to the District.

**j) Review of Coverage**

The DISTRICT may at any time request the PROVIDER provide a full and complete copy of any or all policies of insurance to be maintained by the PROVIDER pursuant to this Contract, and the PROVIDER shall provide a copy of each requested policy to the DISTRICT within ten days of the DISTRICT'S request. The DISTRICT shall review the insurance policies, along with the Certificates of Insurance and endorsements also provided by the PROVIDER, to determine whether the PROVIDER's insurance

complies with the insurance-related requirements of this Contract. However, no failure by the DISTRICT to conduct such review, to properly or completely conduct such review, or to identify any non-compliance with the requirements of this Part M, shall be deemed or construed to relieve the PROVIDER from any of its obligations in regard to such insurance-related requirements.

If DISTRICT or PROVIDER determines that changes in insurance coverage obligations under this section are necessary, either party may reopen negotiations to modify the insurance obligations.

## **N. DISPUTES**

Disagreements between DISTRICT and PROVIDER concerning the meaning, requirements, or performance of this Contract shall first be brought to the attention of the other party in writing, pursuant to the notice provision of this Contract, in an attempt to resolve the dispute at the lowest level.

In addition to any other remedies available by law or under this Contract, DISTRICT may withhold further payment if PROVIDER fails to timely submit supporting documents (e.g., NPA certification, proof of insurance and related endorsements) required under this Contract.

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, reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

## **P. TERMINATION**

### **P1. District Termination for Convenience**

The DISTRICT, without need for cause, may terminate this Contract, with respect to some or all of the Scope of Services, by providing twenty days written notice of termination to the PROVIDER. Such termination shall be effective immediately after twenty days after the PROVIDER's receipt of the notice of termination.

### **P2. District Termination of Breach of Warranties**

If the DISTRICT, at any time determines that any of the representations and/or warranties of the PROVIDER set forth in this Contract are materially untrue or incorrect, the DISTRICT shall have the right to terminate this Contract immediately and without liability (including, without limitation, any liability for paying any further compensation to the PROVIDER), and the PROVIDER shall be liable to the DISTRICT for all costs, expenses and damages arising therefrom. The PROVIDER's representations and warranties pursuant to this Contract shall survive termination of this Contract, regardless of whether at such time the PROVIDER has fully completed all Scope of Services.

### **P3. District Termination for Cause**

In addition to other termination rights it may have pursuant to this Contract, the DISTRICT may give the PROVIDER written notice of the DISTRICT's intent to terminate the Contract for cause if the DISTRICT reasonably determines that the PROVIDER has failed to perform some or all of the Scope of Services in a satisfactory and timely manner or if the PROVIDER otherwise has breached any of its obligations pursuant to this Contract. The PROVIDER shall have ten days following receipt of the notice of intent to terminate to cure its failure or breach, or to make arrangements satisfactory to the DISTRICT to cure of its failure or breach, and, if the PROVIDER fails within such ten-day period to do so, the DISTRICT may terminate this Contract by giving written notice of termination to the PROVIDER, and the

termination shall be effective immediately upon receipt of the notice of termination by the PROVIDER. Nothing in this Contract shall be deemed or construed as a waiver by the PROVIDER of any rights it may have in regard to a wrongful termination by the DISTRICT.

#### **P4. Provider's Termination for Cause**

The PROVIDER may give the DISTRICT written notice of the PROVIDER's intent to terminate this Contract for cause if the PROVIDER reasonably determines that the DISTRICT has breached any of its material obligations pursuant to this Contract. The DISTRICT shall have (14) fourteen days following receipt of the notice of intent to terminate to cure (or make arrangements satisfactory to the PROVIDER for cure of) a breach arising from any failure by the DISTRICT to pay any undisputed amount owed to the PROVIDER; and (ii) thirty days following receipt of such notice to cure (or make arrangements satisfactory to the PROVIDER for cure of) a breach of any other nature. If the DISTRICT fails within the applicable period to cure a breach (or to make arrangements satisfactory to the PROVIDER for cure of such breach), the PROVIDER may terminate this Contract by giving written notice of termination to the DISTRICT, and the termination shall be effective immediately upon receipt of the notice of termination by the DISTRICT. Nothing in this Contract shall be deemed or construed as a waiver by the DISTRICT of any rights it may have in regard to a wrongful termination by the PROVIDER.

#### **P5. Compensation to Provider upon Termination**

Subject to all other provisions of this Contract, in the event of any termination, in whole or in part, the DISTRICT shall, with respect to the terminated portion of the Scope of Services, compensate the PROVIDER for the Scope of Services that the PROVIDER satisfactorily performed prior to termination. In consideration of this payment, PROVIDER shall turn over to DISTRICT all documents pertaining to its services, in possession of PROVIDER or under its control at the time of termination.

### **Q. CONFLICTS OF INTEREST**

PROVIDER agrees to furnish to DISTRICT a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. PROVIDER and any member of its Board of Directors (or Trustees) shall avoid any relationship with DISTRICT that constitutes or gives the appearance of a conflict of interest including, but not limited to, employment with DISTRICT.

### **R. MISCELLANEOUS**

#### **R1. Independent Contractor**

The PROVIDER is, for any and all purposes of or related to this Contract, an independent contractor to the DISTRICT. In no circumstances shall the PROVIDER, or any officer, employee or agent of the PROVIDER, be deemed or construed to be an officer, employee or agent of the DISTRICT on account of this Contract. The PROVIDER shall be responsible for ensuring compliance with all laws related to its employees including without limitation, law as relating to workers compensation. The compensation payable to the PROVIDER hereunder shall not be increased as a result of any costs incurred by PROVIDER that are attributable to such compliance.

#### **R2. Subcontract and Assignment**

PROVIDER shall not assign or enter into subcontracts for any of the services contemplated, including transportation, under this Contract without first obtaining written approval from DISTRICT. Such subcontract(s) or assignment(s) and approval(s) shall be attached and made part of this Contract.



**R3. Modifications and Amendments**

This Contract may be modified by written agreement of the parties, except that the RATE SCHEDULE set forth Section II shall apply for the entire term of the Contract and shall not be subject to modification.

**R4. Notices**

Except as otherwise provided all notices required to be given under this Contract shall be in writing and delivered either in person or by certified or registered mail, postage prepaid.

Notices and Invoices to DISTRICT shall be addressed to:

William S Hart UHSD  
Attn. Special Education  
21380 Centre Pointe Pkwy  
Santa Clarita, CA 91350  
[jwheeler@hartdistrict.org](mailto:jwheeler@hartdistrict.org)  
661) 259-0033 x 376

Notices to PROVIDER shall be addressed to PROVIDER as set forth below PROVIDER's signature.

If mailed, notice shall be effective upon receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

**R5. Renewal**

Neither DISTRICT nor PROVIDER is required to renew this Contract in subsequent years.

**R6. Entire Agreement**

This Contract and any exhibits or attachments hereto constitute the entire agreement between DISTRICT and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Contract binds the heirs, successors, assignees, agents, and representatives of PROVIDER.

**R7. Governing Law**

This Contract shall be governed by the laws of the State of California with venue in Los Angeles, California.

**R8. Severability Clause**

If any provision of this Contract is held in whole or in part to be unenforceable by a court of competent jurisdiction, it shall be severed and the remainder of this Contract shall continue in full force and effect.

**R9. Legal Representation**

PROVIDER AND DISTRICT are advised that they may seek independent legal counsel to review this Contract on their behalf. Each party specifically waives any conflict of interest in the formulation of this Contract.

## EXHIBIT A

SCOPE of SERVICES: written description of PROVIDER'S program of special education services, including types of available designated instruction and services ("DIS"), behavior management system(s), therapy services, and any other applicable service offered to the DISTRICT, as covered by this Contract.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Rates:

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# CERTIFICATION OF DRUG-FREE AND TOBACCO-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Section 8350 et.seq. the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace.
  - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) The penalties that may be imposed upon employees for drug abuse violations
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of that statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that under the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et.seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et.seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

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Company Name of Contractor (as it appears on Contractor's License)

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Print or Type Name of Authorized Signer

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Signature of Provider

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Dated

## Statement of Certifications, Credentials, Licenses, and Clearances

If experience is a requirement for your credential, please have the experience verified by your current and/or previous employer using this form. You only need to verify experience that is appropriate for the issuance of this credential. If you have served more than one term of employment for a single employer, indicate in the additional section below. If you have served in more than one type of position (e.g both teacher and counselor) for a single employer, have a separate form completed for each position that you held.

This is to certify that: \_\_\_\_\_  
(Name of Applicant)

has served from: \_\_\_\_\_ to \_\_\_\_\_  
(Month/Year) (Month/Year)  
and \_\_\_\_\_ to \_\_\_\_\_  
(Month/Year) (Month/Year)

in the position of (check one):

- ☐ Teacher
- ☐ Education Specialist
- ☐ Resource Specialist
- ☐ Administrator
- ☐ Counselor
- ☐ Other (specify): \_\_\_\_\_

in the following grade or level: \_\_\_\_\_

in the area or subject of:

\_\_\_\_\_

- ☐ Full-time
- ☐ Part-time (specify): \_\_\_\_\_ hours/day \_\_\_\_\_ days/week
- ☐ Day-to-Day Substitute

School/Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Verified by: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_