

TRACY UNIFIED DISTRICT
 INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES
(APE SERVICES for Special Education)

WHO'S RESPONSIBLE	ACTION TO BE TAKEN
Site/Department	<ul style="list-style-type: none"> • Fill out the Service Agreement Cover Sheet. • Send the Service Agreement with the required attachments to the Contractor to be filled out. <ol style="list-style-type: none"> 1. Provide <u>only</u> the District's approved agreement. This agreement should be completed in lieu of signing any vendor contract for services. If any revisions are requested, they need prior authorization by the Assistant Superintendent, Business Services. 2. Ensure there is an accurate and complete description of the Contractor's Scope of Services. 3. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly. 4. Determine which of the following documents should be attached to the agreement: <ul style="list-style-type: none"> <input type="checkbox"/> Workers' Compensation Certificate <input type="checkbox"/> Criminal Background Investigation/Fingerprinting Certification <input type="checkbox"/> Insurance Certificates and Endorsements <input type="checkbox"/> W-9 form <input type="checkbox"/> Tuberculosis Clearance <input type="checkbox"/> Mandated Reporter Training Certification <input type="checkbox"/> FTB Form 590 (if out-of-state contractor seeking withholding exemption) <input type="checkbox"/> _____ [Other] <input type="checkbox"/> _____ [Other] <p style="text-align: center;"><i>All required certificates and documents must be collected before any services under the agreement commence.</i></p>
Contractor	<ul style="list-style-type: none"> • Completely fill out Service Agreement and return it to the site/department with the required Certificate of Insurance and endorsements.
Ed Services, If Instructional Materials	<ul style="list-style-type: none"> • Create a requisition for the services that are going to be provided by the vendor. • If using ASB funds to pay for contract, attach a copy of ASB check and check log to the Service Agreement. • Review for completeness (i.e.: cover sheet completeness and signatures). • Prepare Board Item. • Submit Service Agreement to Purchasing & Contract Management office four (4) business days prior to the Board Secretary's Deadline Date.
Site/Department, If No Instructional Materials	<ul style="list-style-type: none"> • Create a requisition for the services that are going to be provided by the vendor. • If using ASB funds to pay for contract, attach a copy of ASB check and check log to the Service Agreement. • Review for completeness (i.e.: cover sheet completeness and signatures). • Prepare Board Item. • Submit Service Agreement to Purchasing & Contract Management office four (4) business days prior to the Board Secretary's Deadline Date.
Fiscal Services Department	<ul style="list-style-type: none"> • Verify budget and availability of funds. • Sign to approve the Service Agreement Routing and forward documentation to the Purchasing Department.
Purchasing Department	<ul style="list-style-type: none"> • Service Agreement must be approved by Board prior to execution by Superintendent or designee and before any services under the Agreement commence. • Convert into purchase order upon Board Approval • Send copy of purchase order to site/department • Fax purchase order to vendors
Contractor	<ul style="list-style-type: none"> • Reference purchase order number on invoice(s).

DO NOT INCLUDE THIS SHEET WITH FINAL EXECUTED CONTRACT TO CONTRACTOR

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of November 28, 2018, between the Tracy Unified School District ("District") and The Stepping Stones Group ("Contractor") (together, "Parties").

WHEREAS, the District is authorized by Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is \$90,200 in 2018; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Contractor shall furnish to the District Adaptive PE services, as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services"). Individuals providing Services on behalf of Contractor shall be referred to as "Contractor Service Providers."
- 2. Term** Contractor shall commence providing Services under this Agreement upon execution of the Agreement by both parties, and approval or ratification of District's governing board, for a one (1) year term though May 24, 2019 ("Initial Term"), unless terminated pursuant to the terms of this Agreement. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the approval date may be considered as having been done at the Contractor's risk, as a volunteer unless Agreement is so approved or ratified.
 - 2.1.** At the end of the Initial Term, and unless terminated pursuant to the terms of this Agreement, the Initial Term shall automatically renew for up to four (4) additional, consecutive terms of one (1) year each ("Subsequent Term"). In no event shall the total term of this Agreement, Initial Term and all Subsequent Terms, exceed five (5) years.
- 3. Compensation.** District compensation to the Contractor shall not exceed Ninety Thousand, Dollars (\$90,000.00), inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Board.
 - 3.1.** Payment shall be made consistent with the terms of Exhibit "B," attached hereto and incorporated herein by this reference.
- 4. Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District.
 - 4.1.** The District shall provide a room with adequate space for the Contractor to perform his/her duties.

- 4.2.** The District shall provide access to student records for which Contractor has a legitimate educational interest. However, District shall maintain control of all student records.
- 5. Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Contractor 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. Contractor 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 Contractor's employees. If Contractor is not a resident of California and is not exempt from withholding, the District shall withhold California income taxes as required by the Revenue & Taxation Code. The Contractor shall still be responsible for payment of all state and federal taxes.
- 6. Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor 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.
- 7. Certifications, Permits, and Licenses.** Contractor represents and warrants to District that Contractor and all of the Contractor Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.
- 7.1.** Such licenses, credentials, permits, and any other legal qualifications include but are not limited to:
- 7.1.1.** All Service providers must have a current credential to perform Adaptive Physical Education;
- 7.2.** Within ten (10) days of execution of this Agreement, and prior to Contractor Services Provides commencing with the provision of any Services, Contractor shall provide a resume of the qualifications and experience of all Contractor Services Providers, including without limitation, proof of current licenses, certifications, and/or registrations with applicable renewals, and/or diplomas within that individual's specialty.
- 8. Mandated Reporter Training.** Contractor acknowledges that all Contractor Service Providers are mandated reporters who must undergo training as required by State law, whether provided by the District or through Contractor. It is Contractor's responsibility to ensure that, prior to providing Services, all Contractor Service Providers shall complete such training, at no additional expense to District, and shall provide a signed Mandated Reporter Training Certification form to District.
- 9. Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance

with generally and currently accepted principles and practices of his/her profession for services to California school districts.

10. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor 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.

11. Confidentiality. The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services consistent with State and Federal law, including but not limited to the Family and Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

12. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor 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 Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

13. Termination.

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

- 13.1.1.** material violation of this Agreement by the Contractor; or
- 13.1.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 13.1.3.** Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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 Contractor. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor 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.

13.2 Without Cause by District. District may, at any time, with or without reason, terminate this Agreement, or elect not to renew a Subsequent Term, upon fifteen (15) days written notice and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed

given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.

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

14. Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, Contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and Contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

15. Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

15.1. General Liability. One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. A separate additional insured endorsement shall be provided to include the District and its officers, officials, employees, agents and volunteers as additional insured in the policy.

15.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Contractor.

15.3. Workers' Compensation and Employers' Liability Insurance. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District

and its respective elected officials, officers, employees, agents, representatives, Contractors, trustees, and volunteers.

15.4. Sexual Abuse and Molestation Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate for sexual abuse and molestation insurance that shall protect the Contractor and the District from any and all claims of any nature for damages related to sexual abuse and molestation arising from performing any portion of the Services by Contractor. A separate additional insured endorsement shall be provided to include the District and its officers, officials, employees, agents, and volunteers as additional insured in the policy.

15.5. Other Insurance Provisions:

15.5.1. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

15.5.1.1. The District, its representatives, Contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of Service and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

15.5.1.2. For any claims related to the projects, the Contractor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Contractor's insurance and shall not contribute with it.

15.5.1.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

15.5.2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

15.5.3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

15.5.4. Contractor shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

15.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

16. 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.

17. Compliance with Laws; Effect of Noncompliance. Contractor 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 now in effect or later adopted or applicable. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor 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 Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

18. Fingerprinting of Employees. Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of Contractor Parties regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student. If Contractor is a sole proprietor, and, at a future time, it is determined that Contractor will have contact with any pupils, Contractor and all of the Contractor Parties must agree to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. No Services shall commence until such determinations by DOJ and FBI have been made.

19. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or other electronic transmission, addressed as follows:

District

Tracy Unified School District
1875 W. Lowell Avenue

Contractor

The Stepping Stones Group
1360 Taylor Street, #3

Tracy, CA 95376
(209) 830-3274
bstepens@tusd.net
ATTN: Superintendent

San Francisco, CA 94108
(415) 530-1011
macybpeac@aol.com
ATTN: Pamela Macy

Any notice personally given or sent by facsimile or other electronic transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

21. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. Integration; Entire Agreement of Parties; Amendments. 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. This agreement is not valid until approved/ratified by the Tracy Unified School District Board of Education. Services shall not be rendered until Agreement is approved.

23. Governing 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 administrative office is located.

24. Disputes. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

25. Attorney Fees; Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

26. 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.

27. 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.

28. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

TRACY UNIFIED SCHOOL DISTRICT

The Stepping Stones Group

Date: _____, 2018

Date: _____, 2018
Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

[INFORMATION REGARDING CONTRACTOR FOLLOWS]

Information regarding Contractor:

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Contractor's state of residence: _____

States in which Contractor
is licensed to do business: _____

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation,

State: _____

____ Limited Liability Company

____ Other: _____

Employer Identification and/or Social
Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

Exhibit A

Scope of Services

1. **Services.** Contractor shall provide Adaptive PE Services and consultation from a credentialed APE Teacher on an hourly basis.
2. **Student Assessments.** Contractor agrees to consult with student's case manager/staffing team to provide adaptive PE services and assessment. All Student Assessments shall be conducted in compliance with State and Federal Special Education Law, including but not limited to compliance with legal requirements for timelines, assessment procedures, and reporting requirements.
 - a. At District's written request, Contractor agrees to conduct Student Assessments for student(s) not currently being provided APE Services.
3. **Specific Services.** In providing the Services, Contractor shall adhere to the scope set forth in the applicable Student Assessment or Individual Education Plan ("IEP"), for each student.
 - a. As necessary or requested by District, Contractor shall engage in or assist with updates or revisions to a student's IEP.
 - b. As necessary or requested by District, Contractor shall attend IEP Team Meetings for students to whom Contractor provides Services to assist with development of annual IEP goals and make recommendations to the IEP Team regarding services to be provided to student and frequency thereof.
4. **Progress Reporting.** For each student to whom Contractor provides Services, Contractor shall document student progress as required in each student's IEP ("Progress Report"). Contractor shall make all Progress Reports available to District within 24 hours of a request from District.
5. **Scheduling Services.** In providing the Services, it is the responsibility of Contractor Services Providers to schedule students for services in accordance with the terms of student IEPs.
 - a. **Cancelling Services.** Services for a particular student's session may be subject to cancellation due to student illness, absence, school events, holidays, or exigent circumstances. The District shall provide as much advance notice as reasonably possible. However, Contractor shall not be entitled to compensation for Services not provided.
 - b. **Make Up Services.** Contractor Services Providers are required to make up scheduled services sessions that are cancelled and/or not provided due to Contractor's failure to attend as scheduled.
6. **Service Logs.** In providing the Services, Contractor shall contemporaneously maintain accurate Service logs in a form reasonably acceptable to the District. Service logs shall include each date that Services are provided to a student, the name of the Contractor Services Provider, and a brief description of the activities or goals worked on in that session.

END OF EXHIBIT

Exhibit B

Payment Terms

District shall pay Contractor according to the following terms and conditions:

1. Payment for all undisputed amounts shall be made within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for services actually performed.
2. Invoices must be on a form reasonably acceptable to District, submitted to an authorized District representative, and must:
 - a. Reference a corresponding Purchase Order number;
 - b. Identify the name of the Contractor Services Provider;
 - c. Provide a reasonably detailed description of the Services provided, identified per date, and identifying the amount of time spent in providing the Services.

3. Services shall be billed in half hour increments.

4. Services shall be performed at the following hourly billing rates:

	Service	Rate
a.	Adaptive PE Services	\$ 81 per hour

5. If contractor is required to travel to and perform services at more than one location, District will compensate the contractor for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.
6. District shall not be liable for any costs or expenses paid or incurred by Contractor or Contractor Services Providers in performing Services for District.

END OF EXHIBIT

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- ❖ By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- ❖ 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 and to pay any compensation that may become due to its employees.

Check only one of the boxes below.

<input type="checkbox"/> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Contract.	<input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------

Date: _____

Name of Contractor: _____

Representative's Name and Title: _____

Signature: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 3 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Contract.)

END OF DOCUMENT

TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor's responsibility for tuberculosis ("TB") clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

- The Contractor ensures that any person providing any portion of the Services with **more than limited contact** with District students (as determined by the District) has, at no cost to the District, completed a TB risk assessment within the past 60 days, and, if risk factors are identified, has received a TB test in compliance with the requirements of Education Code section 49406. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or

- Contractor shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

Date: _____

Name of Contractor: _____

Representative's Name and Title: _____

Signature: _____

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

Contractor and the Contractor’s agents, personnel, employee(s), and/or subcontractor(s) (“Contractor Parties”) shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. Contractor and the Contractor Parties, if any, shall **only have limited or no contact** with District students (as determined by District) at all times during the Term of 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.

Date: _____

District Representative’s Name and Title: _____

District Representative’s Signature: _____

B. The following Contractor Parties have **more than limited contact** with District students (as determined by District) during the Term of this Agreement:
Patricia Freitas.

[Attach and sign additional pages, as needed.]

All of the Contractor Parties noted above have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

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.

Date: _____

District Representative’s Name and Title: _____

District Representative’s Signature: _____

No Services shall commence until such determinations by DOJ and FBI has been made. Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

Contractor's responsibility for background clearance extends to all of its agents, personnel, employee(s), and/or subcontractor(s), and employees of Contractor Parties coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

The undersigned does hereby certify that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: _____

Name of Contractor: _____

Signature: _____

Representative's Name and Title: _____

Services cannot be rendered until all documentation is submitted and final approval is received.

END OF DOCUMENT

MANDATED REPORTER TRAINING CERTIFICATION

The undersigned declares:

I, the undersigned, hereby declare and affirm that I have completed Mandated Reporter training consistent with and meeting the requirements of the Child Abuse & Neglect Reporting Act ("CANRA") and related State law, including general training and training for school personnel. I certify that I understand my obligation to report suspected child abuse and neglect and to comply with the requirements of CANRA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, [Date]

at _____, _____.
[City] [State]

Date: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT