REQUEST FOR PROPOSAL

RFP NO. 2526-1

SPECIAL EDUCATION SERVICES

CENTRAL UNIFIED SCHOOL DISTRICT

INQUIRIES: Any questions regarding this RFP or selection process must be directly solely to the Purchasing Manager through email at scuadros@centralusd.k12.ca.us

Submitters inclusive of any prospective team members and their employees or others who may be involved or engaged in the work and contract following this solicitation are requested not to contact CUSD, Board members, or District staff other than the Purchasing Manager in connection with this selection process or their interest in it. Any submitters who violate this request may be disqualified from further consideration.

CENTRAL UNIFIED SCHOOL DISTRICT

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CENTRAL UNIFIED SCHOOL DISTRICT

NOTICE TO BIDDERS – REQUEST FOR PROPOSALS

SPECIAL EDUCATION SERVICES

RFP NO. 2526-1

The Board of Trustees of **Central Unified School District (CUSD)** of Fresno County, California hereby invites and will receive sealed proposals for RFP No. 2526-1 for the award of **Special Education Services** on or before **3:00 P.M., Friday, July 10, 2026**, at Central Unified School District (Fiscal Services), 5652 W. Gettysburg Ave. RM. 18 Fresno, CA 93722, after which time and place the RFPs will be opened and read.

All submissions will be evaluated based on pricing, compliance with specifications, and other relevant criteria, and may result in **single or multiple awards.**

Proposals that are incomplete or noncompliant with the requirements outlined in the RFP package are subject to rejection. All bidders are responsible for reviewing and adhering to the full instructions provided in the proposal documentation.

A mandatory in-person preproposal conference will be held at 10:00 a.m., Friday, June 26, 2026 in the Fiscal Services Department at Central Unified School District, 5652 W. Gettysburg Ave. RM. 18 Fresno, CA 93722. Attendance is required for a proposal to be considered valid.

It is the sole responsibility of each bidder to ensure that proposals are delivered to the address above by the specified deadline. Proposals submitted via email or facsimile (FAX) will not be accepted. Central Unified School District is not liable for delays in delivery by the U.S. Postal Service or any other carrier.

The RFP may be downloaded from the Central Unified School District webpage www.centralusd.org (Departments > Executive Services > Fiscal Services > Purchasing or call (559) 691-6442. RFPs shall be made on forms prepared by Central Unified School District.

All inquiries regarding this RFP must be submitted in writing, no later than 3:00 P.M. on Wednesday, July 1, 2026 to Sherri Martinez at scuadros@centralusd.k12.ca.us. Responses to questions will be shared with all known prospective respondents to ensure equal access to information via an addendum to be published on Thursday, July 2, 2026 on the Central Unified School District website under Purchasing. It is the responsibility of all prospective respondents to monitor the website regularly for any amendments or addenda.

Central Unified School District (CUSD) reserves the right to accept or reject any and all proposals, and to waive any irregularities or informalities in the RFP or the proposal process. No proposal, in whole or in part, may be withdrawn for a period of sixty (60) calendar days following the RFP submission deadline.

SECTION 1 INTRODUCTION

Central Unified School District (CUSD) is located in Fresno County, California, and serves a diverse student population of approximately 16,000 students from Preschool through 12th grade, as well as Adult Education programs. The District is committed to providing high-quality educational programs that support the academic, social, and emotional development of all students, including those receiving Special Education services.

Central Unified School District Special Education Department is dedicated to delivering early intervention and appropriate instructional services, ensuring students are prepared for post-secondary education, employment, and independent living. The District operates under the expectation that all students can learn and succeed when provided with appropriate support and services.

Key strategic approaches to achieving these goals include delivering high-quality instruction and related services as determined by each student's Individualized Education Program (IEP), and providing evidence-based behavior support for students identified through Special Education eligibility assessments.

Central Unified School District is soliciting qualified applicants to provide additional academic instruction, related services, and behavioral supports. Services may be delivered by, but are not limited to, the following professionals:

- Speech-Language Pathologist (SLP)
- Speech-Language Pathology Assistant (SLPA)
- Occupational Therapist
- Physical Therapist
- Paraeducator

The District intends to award contract(s) to one or more qualified vendors for an initial term of one (1) year with the option to extend the contract for four (4) one (1) year periods. However, the District is under no obligation to award a contract. A Selection Committee will review submissions, and forward recommendations to the Board of Trustees for approval.

Pricing shall remain fixed for the initial twelve (12) months of the contract, unless otherwise negotiated. Thereafter, vendors may request annual price adjustments. Written requests for price adjustments must be submitted to the Central Unified School District Purchasing Department no later than thirty (30) calendar days prior to the contract end date and must include appropriate justification. The District reserves the right to accept or reject any requested price adjustments if deemed to be in the best interest of the District. All price adjustments must receive approval from the Purchasing Manager.

SECTION 2 SCOPE OF WORK

Special Education Services Scope of Work

Central Unified School District (CUSD) is soliciting qualified and experienced applicants to provide direct services to students from Preschool through transition age, as well as support for staff responsible for implementing interventions and services for students receiving Special Education support.

Direct and Indirect Student Services

Direct Services include in-person and/or virtual services provided to identified students as determined by the Individualized Education Program (IEP) team and documented within the student's IEP. Direct services may also include conducting assessments to determine eligibility for Special Education services or to inform IEP development.

All services must be delivered by appropriately credentialed, licensed, or certified professionals with demonstrated experience and specialized training in serving students with disabilities.

Indirect Services may include, but are not limited to:

- Participation in IEP meetings and collaboration with educational partners
- Consultation with teachers, administrators, and support staff
- Coaching and modeling effective instructional and behavioral strategies
- Development of intervention plans and progress monitoring systems

Indirect services are intended to ensure that student needs are effectively addressed and that IEP goals are implemented with fidelity across educational settings.

****Vendors may qualify for one or more categories. If submitting for multiple categories, submit one proposal with a cover letter separating responses to each category.****

Summary of Service Expectations and Compensation Terms:

The District is requesting a range of services, including but not limited to evaluation, consultation, and direct services. All service providers must be prepared to deliver these services on a school-wide and/or district-wide basis, depending on the specific needs of the District. This includes servicing all campuses, the Special Education Department, administrative offices, and, when necessary, student homes. It is important to note that compensation for travel within the District will not be provided to any contractor unless it has been specifically approved by District administration and explicitly outlined in the contractor's response to this Request for Proposals.

Work Hours and Scheduling Guidelines

Service providers must adhere to working on a as needed basis and follow all laws for breaks and lunches. All work schedules are subject to adjustment based on the specific needs and operational hours of individual school sites or the district. **The District does not guarantee a minimum number of hours or placements under this contract.**

Payment

Payments to the vendor will be made only upon successful completion of the services and receipt of a properly itemized invoice. No prepayments will be made for services or materials that have not been received.

Modifications

Any changes, additions, or alterations to the Proposal Form, including recapitulations of the work bid upon, alternative proposals, or any other modifications not explicitly called for in the contract documents, may result in the rejection of the proposal as non-responsive.

Withdrawal of Proposals

Bidders may withdraw their proposal at any time prior to the scheduled closing time for receipt of proposals. Withdrawals may be made in person, or by writing via email to the Purchasing Manager.

Evidence of Responsibility

Upon request by Central Unified School District (CUSD), a bidder whose proposal is under consideration for the award may be required to submit, promptly and to the satisfaction of the CUSD, evidence demonstrating the bidder's:

- Professional licenses or certificates
- Financial resources
- Experience
- Organizational capacity to perform the contract

Proposals as Public Records

Each Proposer is hereby advised that upon submission of its proposal to Central Unified School District (CUSD) in response to this Request for Proposals (RFP), the proposal becomes the property of CUSD. As such, it is considered a public record and is subject to disclosure in accordance with the California Public Records Act, Government Code Sections 6250–6270. Proposers should be aware that any information contained in their submissions may be made available to the public unless specifically exempt under the law.

Contract Term

The term of this contract start date is to be advised for an initial one (1) year term, with the option of four (4) one-year extensions, subject to mutual agreement between the parties.

Multiple Awards

Central Unified School District (CUSD) reserves the right to award multiple contracts of indefinite quantity for one or more similar services to multiple vendors. This may occur when the primary vendor is unable to provide the services or meet the required timing. Termination of contract in the event the contract is terminated, the successful vendor shall cooperate fully with Central Unified School District (CUSD) to ensure a smooth transition of the project to another vendor. This includes assisting with the transfer of all relevant data and materials to CUSD or to an in-house system, as directed by CUSD.

INSTRUCTIONS TO RESPONDENTS

Section 3

Central Unified School District seeks proposals to this RFP in accordance with this RFP Packet. These Instructions to Respondents shall apply to this RFP and all proposals in response to this RFP. Terms used in these Instructions to Respondents shall have the meaning set forth in this RFP Packet.

Central Unified School District intends to award, in accordance with the provisions set forth in the Proposal Evaluation and Evaluation Factors, multiple contracts to provide Special Education services.

RFP PACKET. Central Unified School District issues this RFP Packet to invite interested respondents to submit proposals to provide special education services. Central Unified School District's issuance of this RFP Packet is not an offer and no contract will result from a respondent's submittal of a RFP Response unless and until the Contract is entered into and executed with the selected respondent in accordance with these Instructions to Respondents and the Contract.

EXAMINATION. Before submitting an RFP Response, each respondent shall carefully review and examine this RFP Packet, including the Agreement. If a respondent desires to modify any terms or conditions of the Agreement, the respondent shall make and submit the proposed modifications to Central Unified School District with the RFP submittal. The District reserves the right to deny any changes to the agreement.

ADDENDA OR DOCUMENTS. Any addenda or other documents issued by Central Unified School District during the time of this RFP shall be made a part of this RFP Packet.

RESPONDENT QUALIFICATIONS AND EXPERIENCE. Central Unified School District shall have the sole and exclusive right to determine whether a respondent has the qualifications and experience to provide the services required by this RFP. Central Unified School District shall consider each respondent's qualification and experience based on the evaluation factors set forth in the Proposal Evaluation and Evaluation Factors section.

RFP RESPONSES. To receive consideration, an RFP Response shall be made in accordance with this Notice of Request for Proposals and other documents in this RFP Packet, and the following instructions:

SUBMISSION.

SUBMITTAL AND SUBMITTAL DEADLINE. All RFP Responses shall be hand delivered or mailed to Central Unified School District. The RFP Response shall be in an envelope marked on the outside with the respondent's name and address and the number and title of this RFP and be submitted to Central Unified School District to the location stated on the Notice of Requests for Proposals and in accordance with the Submittal Deadline.

NUMBER OF COPIES. Each respondent shall submit one (1) hard copy of its RFP Response to Central Unified School District in accordance with the Submittal Deadline to the location stated on the Notice of Request for Proposals.

SINGLE SUBMISSION. A respondent may submit only one RFP Response in response to this RFP.

RFP RESPONSE FORMS, FORMAT, AND CONTENT.

RFP RESPONSE FORMS. Each RFP Response shall be made using the RFP Response Forms provided by Central Unified School District in this RFP Packet. Central Unified School District will not consider any response that is not made on the RFP Response Forms. The RFP Response Forms shall be completed in accordance with these Instructions to Respondents and the instructions on each RFP Response Form.

AGREEMENT FORM. The Contract shall include the Agreement, the form of which is attached to this RFP Packet. **Any respondent that desires to make any changes to the Agreement form shall do so using a method to track changes and submit the proposed Agreement to Central Unified School District at the same time as the respondent submits its RFP Response. After the Submittal Deadline, Central Unified School District will not receive or consider from any respondent any exception, change, or reservation to the Agreement form.**

RESPONSES TO EVALUATION FACTORS. Each respondent shall prepare and submit to Central Unified School District written responses to the evaluation factors set forth in the Proposal Evaluation and Evaluation Factors section. **The responses to the evaluation factors shall be no more than 20 pages, which shall include within such pages any cover, attachments, and exhibits.**

EXCEPTIONS, CHANGE, OR RESERVATION. Except as stated with respect to the Agreement form, Central Unified School District will not consider any RFP Response where there is any exception, change, or reservation to any terms or conditions of this RFP Packet or any RFP Response Form.

INTERVIEW. Central Unified School District, at its discretion, may conduct one or more interviews of those respondents selected by CUSD. Upon notice from Central Unified School District of any interview, the applicable respondent shall cooperate with Central Unified School District to schedule and hold the interview(s). A respondent's refusal or failure to participate in an interview as requested by Central Unified School District shall be deemed a withdrawal by the respondent of its RFP Response and the respondent's RFP Response will not be considered.

REFERENCES. Central Unified School District may request from any or all respondents references of other persons or agencies with which a respondent has provided services similar to those required by this RFP and contact such persons or agencies to verify, clarify, or obtain additional information. Upon Central Unified School District's request, the applicable respondent shall provide the list of references to Central Unified School District within three business days of Central Unified School District's request unless Central Unified School District and the respondent agrees to a different timeline. A respondent's refusal or failure to provide the references as requested by Central Unified School District shall be deemed a withdrawal by the respondent of its RFP Response and the respondent's RFP Response will not be considered.

ADDITIONAL DOCUMENTATION AND INFORMATION. At Central Unified School District's request, the applicable respondent shall submit such additional information as Central Unified School District may request in order to evaluate the respondent's response to this RFP. Such information includes but is not limited to the following:

A letter of organization listing respondent's owners, principals, officers, and those persons authorized to sign legal documents on respondent's behalf.

Clarification or additional information or documentation regarding any of respondent's responses to the evaluation factors set forth in the Proposal.

Upon Central Unified School District's request, a respondent shall promptly submit to Central Unified School District the requested additional information or documentation. A respondent's refusal or failure to provide the requested additional information or document to Central Unified School District, within three business days of Central Unified School District's request or such other timeline as may be agreed to between Central Unified School District and the respondent, shall be deemed a withdrawal by the respondent of its RFP Response and the respondent's RFP Response will not be considered.

WITHDRAWAL OF RFP RESPONSE. A respondent may withdraw its RFP Response by notifying Central Unified School District, in writing, of such withdrawal before the Submittal Deadline. A respondent shall be deemed to have withdrawn its RFP Response pursuant to the provisions set forth in this agreement. After the Submittal Deadline and except as provided, a selected respondent shall not be relieved of its RFP Response unless by Central Unified School District's written consent or as required by applicable laws.

EVALUATION OF RFP RESPONSES. Central Unified School District will review and evaluate all RFP Responses that Central Unified School District receives in accordance with the Submittal Deadline.

EVALUATION AND EVALUATION FACTORS. Central Unified School District shall evaluate each RFP Response based on the information provided in the RFP Response, information that Central Unified School District receives from any interview(s) of the respondent or from reference(s), and such other information as Central Unified School District may obtain from other sources. In conducting the evaluation, Central Unified School District shall use the evaluation factors:

a. **Cost** as shown on the Cost Proposal.
b. **Ability** to meet the stated service requirements.
c. **Past Performance and Experience** based on references and experience.
d. **Conformance** to the terms and conditions of the RFP.
e. **Other** related information.

Any award shall be on the basis of the of the specified criteria above and made to the Proposer(s) whose proposal is judged as providing the best value in meeting the interest of the District and the objectives of the project, in the District's sole discretion.

The District reserves the right to make the selection of a Proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein.

REJECTION AND IRREGULARITY. Central Unified School District reserves all rights to reject any or all responses, to contract for goods/services with whomever and in whatever manner, to cancel or abandon this RFP entirely, and/or to waive any informality or irregularity of any RFP Responses.

NOTICE OF INTENT TO AWARD CONTRACT. Following Central Unified School District's Evaluation of proposals from the proposals that Central Unified School District has received in accordance with the Submittal Deadline, Central Unified School District or designee will notify, in writing, all respondents regarding the respondent to which Central Unified School District intends to award the Contract. The notice of intent to award does not create or bind Central Unified School District to award the Contract to the selected respondent. Central Unified School District shall have no obligation or liability to the selected respondent until the Contract has been executed by Central Unified School District and the selected respondent.

AWARD AND EXECUTION OF CONTRACT.

AWARD OF CONTRACT. Central Unified School District shall issue notice of intent to award to the selected respondent(s) and notify all other respondents regarding the award of the Contract. The Contract shall be awarded based on the Method of Contract Award stated in the Evaluation of Responses. Central Unified School District shall have no obligation or liability to the selected respondent(s) until the Contract has been executed by Central Unified School District and the selected respondent(s).

EXECUTION OF CONTRACT. If a respondent is selected by Central Unified School District and issued a notice of intent to award, the respondent shall negotiate in good faith with Central Unified School District regarding any modifications to the Agreement form that the respondent timely submitted to Central Unified School District. Upon agreement on the modifications and the Agreement, the selected

respondent shall execute the Agreement and submit all documents required of the selected respondent within 10 days of the notice of intent to award.

CANCEL AWARD OF CONTRACT. Central Unified School District reserves the right, without any obligation or liability, to cancel the award of the Contract at any time before the full execution of the Contract between Central Unified School District and the selected respondent(s).

COMPENSATION. The amount that Central Unified School District shall pay to the selected respondent for performance of the Contract shall be as set forth in the Contract that is entered into and fully executed by Central Unified School District and the selected respondent.

SUBCONTRACTS AND ASSIGNMENT. Except as permitted by the Contract, the selected respondent shall not subcontract with or assign to any other entities or persons the respondent's obligations to provide the services required by the Contract.

PUBLIC RECORDS. This RFP Packet and any addenda thereto, all RFP Responses and any other documents submitted by respondents, and other documents relating to this RFP and the information contained therein are subject to the California Public Records Act and other applicable federal and state laws and requirements.

QUESTIONS/ADDENDA. Questions regarding documents, discrepancies, omissions, or doubt as to meanings related to this RFP must be submitted in accordance with the deadline for questions stated in the Notice of Request for Proposals. If a respondent discovers any ambiguity, conflict, discrepancy, omission, or error in this RFP Packet, the respondent shall immediately notify Central Unified School District in writing of the problem. If a respondent knows of or should have known of an ambiguity, conflict, discrepancy, omission, or error and does not notify Central Unified School District of it, the respondent shall respond to this RFP at its own risk and, if the respondent is awarded the Contract, the respondent shall not be entitled to additional compensation by reason of such matter. Central Unified School District shall provide responses and clarifications to questions through written addenda.

Proposal Form

Section 5

All costs associated with the services must be fully itemized in the submitted proposal. Any additional costs not included in the proposal will not be honored. This proposal form must be completed in full. For any service that the Proposer does not intend to provide, please indicate N/A. If a service is included in the price listed on another line, mark it as INC (for “Included in the price”) and reference the applicable line.

Proposers must use the chart below to indicate their proposed service prices. Proposed rates must include all operating costs, including but not limited to training, supervision, materials, supplies, and any other expenses necessary to deliver the related special education services. If the Proposer’s pricing structure differs from the chart, please attach a detailed pricing menu with the proposal.

Provider Type/Category	**Hourly Rate (Direct & Indirect Student Service)**
Speech-Language Pathologist (SLP)	_____/hr.
Speech-Language Pathologist Assistant (SLPA)	_____/hr.
Occupational Therapist	_____/hr.
Physical Therapist	_____/hr.
Paraeducator	_____/hr.

The above amounts shall include any and all applicable taxes.

The District will pay for only those items which it actually delivered or received during the term of the contract.

The District reserves the right to reject any and all proposals.

ATTACHMENT A

Background Information

Company Name _____

Headquarters Address _____

Contact Person (for questions regarding this proposal) _____

Title _____

Office Location _____

Telephone Number _____

Email Address _____

Project Manager _____

Office Location _____

Telephone Number _____

Email Address _____

1. How many years has the company been in business? _____

2. Indicate whether the company is privately held or publicly traded. _____

3. The full legal name of the Proposer; the state in which the Company was organized; the date the Company was formed; the entity number assigned to the Proposer by the California Secretary of State, if applicable; and the Proposer's federal taxpayer identification number. _____
_____

4. A description of the Company's organizational structure, including any anticipated changes to the Company's business and/or marketing strategies—whether public or non-public—that may impact the Company's ability to provide services for any or all phases of the project. _____
_____

5. A description of any existing business relationships the Proposer, or any of its parent or affiliate companies, have with the Board, Superintendent, or any school districts or community college districts within Fresno County.

_____
_____

6. A description of all claims, as well as judicial or administrative actions, filed against the Proposer and/or its parent or affiliate companies within the past five years, including the outcomes of such claims and actions, and any decisions adverse to the Proposer and/or its parent or affiliate companies.

_____
_____

7. A description of all disciplinary actions or other proceedings taken within the last five years by any governmental or regulatory entity (including, without limitation, any court) against the Proposer and/or its parent or affiliate companies, and/or any of their respective owners or principals.

_____
_____ ____

8. A list and summary of all judicial or administrative proceedings involving the Proposer's sourcing activities and antitrust actions to which the Contractor and/or its parent or affiliate companies have been a party within the past five years.

_____
_____

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

Contractor: _____ DOJ-issued ORI No.:

Because of the contract between Central Unified School District ("CUSD") and Contractor ("Contract"), Education Code section 45125.1 requires Contractor to ensure that any Contractor employee who interacts with students, outside the immediate supervision and control of the student's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code section 44237. Therefore, before the employee(s) of the Contractor may commence any services under the Contract, Contractor must complete, sign, and submit this Certification to CUSD. Upon being submitted to CUSD, this Certification shall become a part of the Contract and shall be effective throughout the term of the Contract and any period of extension or renewal thereof **("Contract Term")** and as provided in this Certification. **"Employee"** includes Contractor's officers, employees, volunteers, and any other persons who Contractor employs or retains who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee.

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK. Before commencing any services under the Contract, Contractor shall complete the fingerprinting and criminal background check for each of Contractor's employees as required by Education Code section 45125.1, and each of Contractor's employees shall have no conviction of and no pending criminal proceeding for any violent felony listed in Penal Code section 667.5(c) or any serious felony listed in Penal Code section 1192.7(c) (each referred to as **"Felony"**) as initially ascertained by the California Department of Justice *and* the Federal Bureau of Investigation or in subsequent arrest notifications issued by either agency (Education Code sections 45125.1 and 44237).

Contractor shall provide CUSD with a list of the names of employees who interact with students as defined above and have complied with the fingerprinting and criminal background check. Contractor certifies that neither Contractor nor any of Contractor's employees who interact with students have been convicted of a Felony. Additionally, the Contractor shall provide any subsequent arrest and conviction information it receives to CUSD upon receipt of such information.

During the Contract Term, Contractor shall immediately remove any employee who interacts with students where the employee has been convicted of or has a criminal proceeding pending for any Felony. Contractor shall defend, indemnify, and hold harmless CUSD, Central Unified School District, and their officers, employees, volunteers, and agents against any claims, demands, lawsuits, causes of action, actions, cross-complaints, cross-actions, proceedings, bodily injuries, property damages, liabilities, losses, judgments, expenses, and costs, including attorney's fees and costs, resulting from, arising out of, or caused by Contractor's failure to comply with any term or condition of this Certification and/or applicable laws. These defense, indemnity, and hold harmless obligations shall survive termination of the Contract and are not limited to or by any insurance that Contractor maintains or the lack of insurance but apply to the full extent permitted by California laws.

The undersigned represents that he or she is authorized to execute on behalf of and to bind Contractor to this Certification and certifies under penalty of perjury under the laws of the State of California that the representations made in this Certification are true and correct and shall remain true and correct throughout the Contract Term. A copy or original of this Certification with Contractor's signature, whether original or transmitted by electronic means, is binding upon Contractor.

Signature:_____ Date:_____

Print Name:_____ Title:_____

EXHIBIT A

Contractor is solely responsible for complying with all applicable laws, and therefore, shall have knowledge of all applicable laws. The *excerpts* below from the California Education Code and Penal Code are provided to assist Contractor, and may not be relied upon by Contractor, to comply with applicable laws. Contractor may obtain information, instructions, and forms required for fingerprints and criminal background checks from the California Department of Justice's website: https://oag.ca.gov/fingerprints/agencies.

EDUCATION CODE § 45125.1

(a) Any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Section 44237. When the contracting entity performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

(b) This section does not apply to an entity providing services to a local educational agency, as described in subdivision (a), in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

. . .

(d)

(1) The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it pursuant to subdivision (a), (c), or (h) has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department of Justice. Upon implementation of an electronic fingerprinting system with terminals located statewide and managed by the Department of Justice, the Department of Justice shall ascertain the information required pursuant to this section within three working days. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it pursuant to subdivision (a), (c), or (h) has a pending criminal proceeding for a felony as defined in Section 45122.1 or has been convicted of a felony as defined in Section 45122.1, the Department of Justice shall notify the employer designated by the individual of that fact. The notification shall be delivered by telephone or email to the employer.

(2) The Department of Justice, at its discretion, may notify the local educational agencies in instances when the employee is defined as having a pending criminal proceeding described in Section 45122.1 or has been convicted of a felony as defined in Section 45122.1.

(3) The Department of Justice shall forward one copy of the fingerprints to the Federal Bureau of Investigation to verify any record of previous arrests or convictions of the applicant. The Department of Justice shall review the criminal record summary it obtains from the Federal Bureau of Investigation and shall notify the employer only as to whether or not an applicant has any convictions or arrests pending adjudication for offenses that, if committed in California, would have been punishable as a violent or serious felony. The Department of Justice shall not provide any specific offense information received from the Federal Bureau of Investigation. The Department of Justice shall provide written notification to the contract employer only concerning whether an applicant for employment has any conviction or arrest pending final adjudication for any of those crimes, as specified in Section 45122.1, but shall not provide any information identifying any offense for which an existing employee was convicted or has an arrest pending final adjudication.

(e)

(1) An entity having a contract as described in subdivision (a) or that is required to comply with this section for other employees pursuant to subdivision (c) shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Section 45122.1.

(2) The prohibition in paragraph (1) does not apply to an employee solely on the basis that the employee has been convicted of a felony if the employee has obtained a certificate of rehabilitation and pardon pursuant to Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3 of the Penal Code.

(3) The prohibition in paragraph (1) does not apply to an employee solely on the basis that the employee has been convicted of a serious felony that is not also a violent felony if that employee can prove to the sentencing court of the offense in question, by clear and convincing evidence, that the employee has been rehabilitated for the purposes of school site employment for at least one year. If the offense in question occurred outside this state, then the person may seek a finding of rehabilitation from the court in the local educational agency in which the employee is a resident.

(f) An entity having a contract as described in subdivision (a) or that is required to comply with this section for other employees pursuant to subdivision (c) shall certify in writing to the local educational agency that neither the employer nor any of its employees who are required by this section to submit or have their fingerprints submitted to the Department of Justice and who may interact with pupils have been convicted of a felony as defined in Section 45122.1.

. . .

PENAL CODE § 667.5 -- ENHANCEMENT OF PRISON TERMS FOR NEW OFFENSES

. . .

(c) For the purpose of this section, "violent felony" shall mean any of the following:

(1) Murder or voluntary manslaughter.

(2) Mayhem.
(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
(4) Sodomy as defined in subdivision (c) or (d) of Section 286.
(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
(7) Any felony punishable by death or imprisonment in the state prison for life.
(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
(9) Any robbery.
(10) Arson, in violation of subdivision (a) or (b) of Section 451.
(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
(12) Attempted murder.
(13) A violation of Section 12308, 12309, or 12310.
(14) Kidnapping.
(15) Assault with the intent to commit a specified felony, in violation of Section 220.
(16) Continuous sexual abuse of a child, in violation of Section 288.5.
(17) Carjacking, as defined in subdivision (a) of Section 215.
(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
(19) Extortion, as defined in Section 518, which would constitute a felony violation of *Section 186.22 of the Penal Code*. (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of *Section 186.22 of the Penal Code*.
(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
(22) Any violation of Section 12022.53.
(23) A violation of subdivision (b) or (c) of Section 11418. The Legislature finds and declares that these specified crimes merit special consideration when imposing a sentence to display society's condemnation for these extraordinary crimes of violence against the person.

. . .

PENAL CODE § 1192.7 -- LIMITATION OF PLEA BARGAINING

. . .

(c) As used in this section, "serious felony" means any of the following: (1) Murder or voluntary manslaughter; (2) mayhem; (3) rape; (4) sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) lewd or lascivious act on a child under 14 years of age; (7) any felony punishable by death or imprisonment in the state prison for life; (8) any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) attempted murder; (10) assault with intent to commit rape or robbery; (11) assault with a deadly weapon or instrument on a peace officer; (12) assault by a life prisoner on a noninmate; (13) assault with a deadly weapon by an inmate; (14) arson; (15) exploding a destructive device or any explosive with intent to injure; (16) exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) exploding a destructive device or any explosive with intent to murder; (18) any burglary of the first degree; (19) robbery or bank robbery; (20) kidnapping; (21) holding of a hostage by a person confined in a state prison; (22) attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) any felony in which the defendant personally used a dangerous or deadly weapon; (24) selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of *Section 11055 of the Health and Safety Code*, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of *Section 11100 of the Health and Safety Code*; (25) any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machinegun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 12034; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

. . .

ATTACHMENT C

SERVICE QUESTIONNAIRE

RFP No. 2526-01, Special Education Services

Submit responses to the questions in the sequence below. Identify the questions by number order you are responding to. Responses to Questionnaire not to exceed five (5) pages excluding District provided forms.

Provide the following information for the primary contact responsible for completing and answering questions for this Submittal:

1.A Name
1.B Title
1.C Address
1.D Phone
1.E E-Mail address

Experience. History of servicing Government contracts

2.A Established date
2.B Number of current clients
2.C Number and size of school District or public agency clients
2.D Number of new clients since 1/1/2022 (as services pertain to the Scope of Work)
2.E Client turnover rate (% of clients who terminated their contracts) in the last three years
2.F Please list the reason(s) for all clients terminating services within the last three years
2.G Number of employees, if any.
2.H Brief history of organization, including mergers, acquisitions, etc.

Services. Capacity to provide desired services and meet minimum requirements

3. What specialized services, if any, do you offer that would benefit the District?
4. Has your firm/company been a named defendant to any litigation in the last 5 years? If so, please explain the nature of the litigation.

Ability to perform desired services in a timely manner (locality, response time)

5. Is your business headquartered in Fresno County, CA?
6. If not headquartered in Fresno County, do you maintain a satellite office in Fresno County?

Invoicing, Quality Assurance Model (Accounting practices and samples, Service Guarantees)

7. What criteria do you use to measure performance to ensure customer satisfaction?

Attachment D - **REQUEST FOR REFERENCES**

All Respondents shall submit with their Proposal at least three (3) previous jobs of similar scope and size in the last five years. They must include a contact name, phone number, and email for verification purposes. Failure to provide reference may result in your bid being determined non-responsive.

1. Name of Reference _____

   Contact Person _____

   _____
   Address

   _____ _____
   Phone No. Email

   Contract Period: _____

   Scope of Work: _____

   _____

   _____

2. Name of Reference _____

   Contact Person _____

   _____
   Address

   _____ _____
   Phone No. Email

   Contract Period: _____

   Scope of Work: _____

   _____

   _____

3. Name of Reference _____

   Contact Person _____

   _____
   Address

   _____ _____
   Phone No. Email

   Contract Period: _____

   Scope of Work: _____

   _____

   _____

SPECIAL EDUCATION SERVICES AGREEMENT

("Agreement")

Legal Doc./Contract No. of this signed Agreement (Legal use only)_____

COVER

RFP No 25/26-1

Special Education Services

CONTRACTOR
Full legal name of other party (Contractor): Attn: Name of contact person, Title: DBA: Street address: City, State: Phone: Email:

CENTRAL UNIFIED	
Central Unified School District Attn: Amer Iqbal, Assistant Superintendent CBO 5652 W Gettysburg Ave Fresno, CA 93722 Email:aiqbal@centralusd.k12.ca.us	**ADDRESS FOR INVOICES TO CENTRAL UNIFIED:** All invoices to Central Unified School District shall be addressed to the attention of: Central Unified – Accounts Payable 5652 W Gettysburg Ave. RM 18 Fresno, Ca 93722 **Email:** accountspayable@centralusd.k12.ca.us

INITIAL CONTRACT TERM (see § 3.1)	EXTENSION OF INITIAL CONTRACT TERM
"Effective Date": TBD- 2026 **"Termination Date":** June 30, 2027	At Central Unified's discretion and upon written notice to Contract at least 60 days before the Termination Date, CUSD may extend the Initial Contract Term for up to four (4) additional one (1) years periods (Ed. Code 39803).

CONTRACT AMOUNT, INVOICE, AND PAYMENT (see Art. 2). Contractor shall invoice CUSD and CUSD shall pay Contractor the Contract Amount pursuant to the Payment Schedule stated below:

A. *Contract Amount, Invoice, and Payment Schedule.*

1. As full consideration and compensation for Contractor's performance of the Services required under each purchase order issued by CUSD to Contractor in accordance with this Agreement, CUSD shall pay Contractor the amount due to Contractor as set forth in the applicable purchase order. The amount shall be based on the hourly Rate for the specific services set forth on Proposal Form. The aggregate amounts of all purchase orders issued in accordance with this Agreement shall be referred to as **"Contract Amount."**
2. CUSD shall pay Contractor within 30 days after: (A) Contractor has completed, in accordance with the applicable purchase order and the Contract, the Services required of Contractor for the period for which Contractor requests payment; and (B) CUSD has received and approved Contractor's invoice, which shall comply with the requirements in B below.
3. CUSD is not obligated to pay Contractor for any time spent by Contractor's employees for lunch, break, or other leaves before, during, or after the established workday.

B. *Invoice Requirements*. Each itemized invoice must be received and approved by CUSD before Contractor may receive any payment under any purchase order and the Contract. Each invoice shall state, at a minimum, the following:

1. Legal Doc./Contract No. of the Contract.
2. Applicable purchase order issued pursuant to the Contract.
2. Services that Contractor has performed pursuant to the applicable purchase order.
3. Date(s) during which the Services were performed.
4. Amount that Contractor requests as compensation for performance of the Services, which amount shall not exceed the amount stated in the applicable purchase order.

CONTRACTOR OBLIGATIONS

A. ***"Services"***: Contractor shall furnish, in accordance with the applicable purchase order, this Agreement, and the other Contract Documents, all labor, vehicles as listed in Contractor's Proposal Form, fuel, and all related equipment, materials and supplies necessary to provide CUSD with special education services for one or more of the following as required by CUSD from time to time during the Contract Term:

Mark and complete as applicable:

1. **Special Education Services**. Central Unified School District anticipates special education services that may include the following:

   a. ____ *Speech-Language Pathologist (SLP)*

   b. ____ *Speech- Language Pathology Assistant (SLPA)*

   c. ____ *Occupational Therapist*

   d. ____ *Physical Therapist*

   e. ____ *Paraeducator*

B. *Purchase Order Issuance and Cancellation*: Any Services to be provided by Contractor under the Contract shall be set forth in a purchase order issued by CUSD to Contractor before commencement of the required Services. Except as otherwise set forth in the Agreement, Contractor shall not be obligated to provide any Services to CUSD and CUSD shall not be obligated to accept or pay Contractor for any Services that are not set forth in a purchase order. The purchase order shall state, at minimum, the following information: (1) description of the particular Services to be performed by Contractor, (2) the beginning date and ending date during which Contractor shall perform the required Services, and (3) the amount to be paid to Contractor for performance of the required Services. CUSD, at its discretion and upon 30 days prior written notice to Contractor, may cancel any purchase order. CUSD, at its discretion and upon 10 days prior written notice to Contractor, may cancel a purchase order. Upon the cancellation of a purchase order and unless stated here otherwise, the provisions set forth shall apply. The cancellation of a purchase order shall not cancel any other purchase orders and shall not terminate the Contract.

REQUIRED DOCUMENTS. Contractor shall provide to CUSD, as applicable, each document listed below and those required of Contractor elsewhere in this Agreement (collectively **"Required Document")**:

X A. Insurance marked below and complying with requirements, written proof of which Contractor shall provide to CUSD when Contractor delivers this Agreement signed by Contractor and before Contractor commences any Services, unless Contractor is a school district or other public entity in which case Contractor shall provide written proof to CUSD upon CUSD's request (***mark each required***):

X Commercial general liability with additional insured coverage.

X Workers compensation and employer's liability if Contractor has any employees.

X Commercial auto liability with a combined single limit of not less than $1,000,000 per accident if Contractor operates any vehicle to perform the Services and such Services do not include the transportation of students and/or other persons. If the Services required of Contractor includes the transportation of students and/or other persons, this insurance shall contain: (1) a combined single limit of not less than $5,000,000 per accident and (2) a blanket additional insured endorsement or be endorsed to name the Fresno County Superintendent of Schools, the Fresno County Board of Education, and their officers, employees, agents, and volunteers as an additional insured.

_ Cyber liability. (If such coverage is not provided as part of the CGL policy and additional insured coverage.)

_ Professional liability. (Including cyber E&O, if applicable)

X Sexual abuse and molestation. (If such coverage is not provided as part of the CGL policy and additional insured coverage.)

XB. Fingerprinting and Criminal Background Check Certification **("Fingerprinting Certification")**, which Contractor must obtain from and submit to CUSD before Contractor commences any Services.

XC. Tuberculosis Certification **("TB Certification")**, which Contractor must obtain from and submit to CUSD before Contractor commences any Services.

XE. At CUSD's request and as applicable, Taxpayer Identification Number Request, W-9 *(the form of which Contractor shall obtain from CUSD)* or Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding (W-8); *and* Nonresident Withholding Allocation Worksheet (Form 587), Withholding Exemption Certificate (Form 590), or other Franchise Tax Board forms; *and* documents that CUSD requires to process payment to Contractor.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from the Contract, Contractor and CUSD, separately referred to as a **"Party"** and collectively as the **"Parties,"** have reviewed and understand and hereby enter into the Contract. Unless the context requires otherwise, any reference to a Party in the Contract includes, as applicable, its governing body and members thereof, officers, employees, and agents. Each person executing the Contract on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to the Contract.

CONTRACTOR	CENTRAL UNIFIED SCHOOL DISTRICT
By:	By: _ Amer Iqbal, Assistant Superintendent CBO,
_____	or Authorized Designee
Print Name:	
Title:	

NOTE – ELECTRONIC SIGNATURE: While CUSD will accept digital signatures on contracts and amendments, they must be validated by a reliable Certificate Authority, and if a digital signature is used to execute any such document, the signature page thereof must be provided to CUSD in the electronic format it was signed in.

GENERAL TERMS AND CONDITIONS

The following documents, each of which is referred to as a **"Contract Document"** and collectively as the

"Contract Documents," form the **"Contract"**:

This Agreement, containing the Cover and these General Terms and Conditions:

Article 1	Scope of Services and Obligations
Article 2	Payment
Article 3	Term and Termination of Agreement; Suspension of Services
Article 4	Insurance
Article 5	Indemnity
Article 6	Dispute Resolution
Article 7	General Provisions

Packet issued by Central Unified School District

Contractor's Response

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 RECITALS AND REPRESENTATIONS. The following recitals and representations constitute a part of this Agreement and the Contract:

1.1.1 Contractor represents that it is authorized to conduct business in the State of California, is authorized to provide the Services, is willing and able to so provide in accordance with the Contract, and is authorized to enter into the Contract.

1.1.2 CUSD is a local public agency duly organized and operating in the State of California, and is authorized to enter into the Contract.

1.1.3 By the Contract, the Parties desire to set forth the terms and conditions upon which Contractor shall perform those obligations required of Contractor and CUSD shall pay Contractor therefore, and to set forth other rights and obligations of the Parties.

SECTION 1.2 NON-EXCLUSIVE CONTRACT. Contractor understands and agrees that the Contract does not constitute an exclusive contract for Contractor to provide special education services to CUSD. Throughout the Contract Term, CUSD, at its sole discretion and without any notice, obligation, or liability to Contractor, may provide, through CUSD's work force or procure through one or more third parties, special education services that are identical or similar to the Services required of Contractor under the Contract. CUSD's use of its work force or a third party shall not constitute or be deemed a breach of any provision of the Contract.

SECTION 1.3 CONTRACTOR QUALIFICATION. Contractor represents and shall ensure throughout the Contract Term that it and all persons whom it employs or retains to perform the Contract have the necessary training, skill, and experience and are qualified to so perform, including having throughout the Contract Term all required licenses, permits, and/or certifications (collectively and separately **"License"**). Contractor shall provide CUSD with written proof of each License upon CUSD's request and notify CUSD in writing no later than five days after Contractor receives any notice that any such License has been revoked, suspended, placed on probation, or non-renewed.

SECTION 1.4 CONTRACTOR RESPONSIBILITY.

1.4.1 GENERALLY.

1.4.1.1 PROVISION OF LABOR AND EQUIPMENT. Contractor shall furnish all labor and equipment, including vehicles, personnel, fuel, tools and related equipment, materials and supplies, required to provide CUSD with special education services under the Contract and applicable laws.

1.4.2 STAFFING

1.4.2.1 DESIGNATED CONTACT. Contractor shall designate a contact person with whom CUSD staff may communicate to procure services pursuant to purchase orders issued in accordance with this Agreement. Contractor shall notify CUSD of the designated contact within 15 days of the Effective Date and at each time there is a change in the designated contact person.

1.4.2.2 STAFF. At all times during the Contract Term, Contractor shall provide an adequate number of qualified and trained staff to cover and support the needs of students receiving special education services that CUSD may need. Contractor shall employ additional qualified and trained staff required to cover absence of staff throughout the Contract Term. The number of substitute employees shall be at Contractor's discretion to assure that all established needs are covered at all times by qualified and trained staff.

1.4.2.2(A) Contractor shall employ only qualified staff trained and licensed in accordance with applicable California and federal laws to provide special education services under the Contract.

1.4.2.2(B) Contractor shall assign the same employee to the same school site whenever possible.

1.4.2.2(C) Staff shall be knowledgeable of the contents of the Contract, excluding rate information; any rules provided by CUSD; and all applicable laws regarding the special education services provided to the students, and the District.

1.4.2.3 FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION. The provisions of this subsection applies if Contractor is providing services in the form of special education. Contractor shall require and ensure that each of its employees who will be providing special education services where any students will be present will have been fingerprinted and criminal background checks completed, and that Contractor has completed, signed, and delivered to CUSD the Fingerprinting Notice and Criminal Background Check Certification, which has been included in this RFP packet or the Proposer can obtain from CUSD. Contractor shall apply for subsequent arrest notifications with the California Department of Justice in order for Contractor to receive subsequent arrest notices for Contractor and its employees, and shall provide CUSD with an updated Fingerprinting Certification if there are any changes to the information Contractor has provided to CUSD. Contractor must immediately remove from performance of any services required under the Contract any of its employees who are convicted of or against whom a criminal proceeding is pending for a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

1.4.2.4 TUBERCULOSIS CLEARANCE CERTIFICATION. Contractor shall obtain from and complete, sign, and deliver to CUSD the Tuberculosis Clearance Certification or provide CUSD with documentation satisfactory to CUSD that each of Contractor's drivers who will provide services under the Contract has been examined and determined by a licensed physician or surgeon within four years of the Contract Effective Date to not have active tuberculosis. If during the Contract Term, any of Contractor's drivers who are providing services under this Contract are determined to have active tuberculosis, Contractor shall immediately remove such personnel from providing services under this Contract.

1.4.2.5 CUSD RIGHT TO OBSERVE AND REMOVE CONTRACTOR PERSONNEL.

CUSD reserves the right to observe any staff member or other personnel at work to assess the interaction between students, parents, and staff. However, CUSD does not accept any responsibility to supervise attendants or drivers. Upon CUSD's written request, Contractor shall remove any staff member or other personnel from performing services under the Contract.

1.4.3 EQUIPMENT. Contractor shall have the following obligations relating to any equipment that Contractor uses to provide Services under the Contract:

1.4.3.1 REQUIRED EQUIPMENT. Provide all required, appropriate, or related supplies, equipment, and materials in compliance with laws applicable to vehicles used to provide special education services to students in the State of California. Any equipment required by law or by a change in any applicable laws shall be made by Contractor at Contractor's sole expense.

1.4.4 PURCHASES. Contractor, at its sole expense, shall provide all labor, and equipment, materials, supplies, and any other items necessary and proper to provide Services to CUSD under the Contract. Unless pre-approved by CUSD in writing, CUSD is not obligated to and shall not pay or reimburse Contractor for any labor, equipment, materials, supplies, or any other items relating to Services provided by Contractor under any purchase order issued pursuant to the Contract.

1.4.5 TRAINING AND SAFETY PROGRAM. Contractor shall comply with all California, federal, and local laws as needed to provide special education services under the Contract and the training of personnel as it relates to the safety of students under the Contract.

1.4.6 SCHOOL CLOSURE, AND CANCELLATION OF SCHOOL.

1.4.6.1 SCHOOL CLOSURE AND EARLY DISMISSAL. The decision to close a school at the start of the day or for early dismissal during the day shall be made by CUSD, the school district where the student is attending, and/or other public agency, and CUSD will provide Contractor with notice thereof as soon as reasonably possible.

1.4.6.2 CANCELLATION OF ESTABLISHED SERVICES. Central Unified School District reserves the right to cancel any of the established services under this agreement at any time.

1.4.6.3 ACCIDENT REPORTS AND CITATIONS. All accidents or citations that involve Contractor's personnel while providing Services under any purchase order issued under the Contract shall be reported to CUSD. Accidents involving injuries to students or other persons shall be reported to CUSD immediately after the Contractor is notified of them. Contractor may deliver accident or incident reports by telephone but Contractor must provide to CUSD a written report, which includes all pertinent information, as soon as reasonably possible after each accident but in no event later than three business days after the accident.

1.4.6.4 MEANS, METHODS, AND SAFETY. Unless stated otherwise in a Contract Document in which case such provisions shall apply to the extent provided therein, Contractor is solely responsible for: (A) all means, methods, techniques, sequences, procedures, safety, and work coordination necessary or proper for Contractor to perform the Contract; (B) the acts and omissions of Contractor's officers, employees, agents, and any other persons who Contractor retains to perform the Contract; and (C) taking all reasonable precautions for the safety and prevention of injury to the person of and/or damage or loss to the property of Contractor's officers, employees, agents and any persons who Contractor retains to perform the Contract, to any officers, employees, agents, students, or invitees of CUSD, or to any Third Party.

SECTION 1.5 COMPLIANCE WITH APPLICABLE LAWS AND GRANT.

1.5.1 GENERALLY. Each Party shall comply with all laws and regulations (collectively **"Law"**) applicable to its performance of the Contract, and all Law that it agrees to comply under the Contract (referred to collectively and separately as **"Applicable Law"** and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in the Contract and an Applicable Law, the provision in the Contract shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for the Contract and all Law and requirements applicable to such grant.

SECTION 1.6 RECORDS AND INFORMATION.

1.6.1 REQUIRED DOCUMENTS. Contractor shall provide to CUSD each Required Document listed on the Cover, each of which is incorporated into and constitutes a part of the Contract. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, Contractor shall promptly notify in writing and/or submit to CUSD the corrected, updated, or effective Required Document. If Contractor refuses to provide any Required Document or corrected, updated, or effective version thereof, CUSD shall have the right to withhold payment of any or all of the Contract Amount until such time that CUSD receives the Required Document from Contractor.

1.6.2 CONFIDENTIAL MATERIAL. If any documents and/or information (for example and not as a limitation, employee or student record) that are subject to nondisclosure or protection under federal and/or California laws (collectively and separately **"Confidential Material"**) are provided to or created by Contractor for or pursuant to the Contract, Contractor shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as the Contract may permit; (B) unless specifically permitted by Applicable Law, not use the Confidential Material for any purpose not related to Contractor's performance of the Contract; and (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe

from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Subsection shall survive the termination of the Contract.

1.6.3 RECORD RETENTION, INSPECTION, AND AUDIT. Contractor shall maintain accurate books and records of all Services provided under, amounts billed pursuant to, and all documents required of Contractor under the Contract for at least five years after the date on which the Contract terminates and make them available, upon CUSD's request, for review, audit, and/or copying by CUSD and/or any federal or state agencies. Upon CUSD' written notice to Contractor that a longer retention period is necessary in order for CUSD to comply with records retention requirements under a court order or federal or state laws, Contractor shall continue to retain such books and records for the period stated in CUSD's notice. If the Contract involves the expenditure of $10,000 or more in funds from the State of California, it is subject, for three years after the final payment is made, to the State Auditor's examination and audit at CUSD's request or as part of an audit of CUSD. The provisions of this Subsection shall survive the termination of the Contract.

1.6.4 BOOKS AND RECORDS OF SERVICES. Upon CUSD's request and except as prohibited by applicable laws, Contractor shall provide to CUSD within five business days of the request all books, records, reports and documents relating to services provided under the Contract.

1.6.5 PUBLIC RELATIONS. Contractor shall cooperate with CUSD to maintain good public relations with parents, the community, and news media so that any pertinent items affecting CUSD's special education programs, the Services under the Contract, or the students for whom special education services are to be provided under the Contract can be addressed appropriately. Contractor shall notify CUSD immediately of any media inquiries relating to any incidents involving Services that Contractor provides to CUSD.

ARTICLE 2 PAYMENT.

SECTION 2.1 PAYMENT.

2.1.1 PAYMENT DUE TO CONTRACTOR. Compensation for Contractor's performance of the Contract and Services shall be each amount stated in a purchase order issued in accordance with this Agreement and as stated on the Cover. Except as stated in a purchase order, Contractor shall not be entitled to any other payment from CUSD; in the event Contractor has received any payment that is not set forth in a purchase order, Contractor shall refund such payment to CUSD within 30 days of CUSD' request.

2.1.2 ADJUSTMENT TO RATES. The Rates may not be adjusted within the term of the contract. If there are extenuating circumstances the Parties shall negotiate in good faith on the terms and conditions of the amendment.

SECTION 2.2 INVOICE AND PAYMENT REQUEST DOCUMENTS. Before Contractor may receive any payment under any purchase order issued in accordance with this Agreement, Contractor shall submit an itemized invoice in accordance with the requirements stated on the Cover as well as other documents stated below, to CUSD at CUSD's address for invoice stated on the Cover.

2.2.1 DECLARATION UNDER PENALTY OF PERJURY. Each person submitting and/or signing an invoice on behalf of Contractor declares under penalty of perjury under California laws, and certifies and attests that: (A) he/she has thoroughly reviewed the claim for payment and knows its content; (B) the invoice and supporting information are true, accurate, and complete, and reflect amounts due and Services that Contractor has completed in accordance with the Contract and the correct amount for those Services; (C) Contractor has complied and is in compliance with all obligations required of Contractor under the Contract; and (D) he/she is familiar with Penal Code section 72 pertaining to false claims, and knows and understands that submission and/or certification of a false claim may lead to fines, imprisonment, and/or other legal consequences.

2.2.2 ADDITIONAL DOCUMENTATION. Upon receiving an invoice and if CUSD objects to it and/or requires additional information or documentation, CUSD shall notify Contractor and Contractor shall provide such information and/or documentation to CUSD within 10 days after Contractor receives CUSD's notice. If Contractor fails or refuses to provide the additional information, CUSD shall have the right to withhold any payment due to Contractor under the Contract until such time that CUSD receives such information from Contractor.

SECTION 2.3 DEDUCTION AND RELEASE. CUSD may deduct from each payment, if applicable, withholdings required by applicable laws, including but not limited to, those for non-California or foreign residents. Contractor's acceptance of any payment under the Contract shall constitute, effective on the date of acceptance, a release of all claims and liabilities that Contractor has or may have against CUSD for any additional payment for the Services, and/or matters, for which the payment was made. However, CUSD's payment shall not relieve Contractor of Contractor's obligations under the Contract or for deficient or defective Services that CUSD discovers after the payment is made.

SECTION 2.4 LIQUIDATED DAMAGES UPON CONTRACTOR'S REFUSAL OR FAILURE TO PERFORM REQUIRED SERVICES.

2.4.1 ASSESSMENT OF LIQUIDATED DAMAGES. Contractor's refusal, failure, and/or delay in performing the Services as required by a purchase order issued in accordance with this Agreement shall subject Contractor to liquidated damages. The remedies provided under this Section 2.4 shall be in addition to any other rights that CUSD may have under the Contract.

2.4.2. AMOUNT OF LIQUIDATED DAMAGES. RESERVED

2.4.3 DEDUCTION FROM PAYMENTS DUE TO CONTRACTOR. If Contractor becomes liable for liquidated damages under this Section 2.4, CUSD, in addition to all other rights and remedies under the Contract and applicable laws, shall have the right to deduct and retain from any payment due to Contractor under the applicable purchase order an amount equivalent to the liquidated damages that CUSD assesses pursuant to this Section.

SECTION 2.5. PRICE INCREASE.

Contractor may request to increase the Contract Amount at the end of the first year based on the cumulative increase in the Consumer Price Index (CPI) for all urban consumers for the Fresno area during the previous year, but in no event shall any such increase exceed 5%. The request for a price increase must be submitted in writing at least sixty (60) days prior to the anniversary of the Effective Date be considered. The request must include sufficient detail for CUSD to substantiate the price increase. If approved, the Contract Amount shall be modified by written agreement.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT; AND SUSPENSION OF SERVICES.

SECTION 3.1 CONTRACT TERM. The Contract is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto in accordance with the provisions set forth on the Cover **("Contract Term")**, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party.

SECTION 3.2 TERMINATION DURING CONTRACT TERM.

3.2.1 TERMINATION BY CONTRACTOR - CUSD MATERIAL BREACH; NOTICE AND OPPORTUNITY TO CURE. Contractor may terminate the Contract only upon CUSD' material breach of one or more of CUSD' obligations under the Contract. If Contractor believes that CUSD has materially breached one or more of CUSD' obligations under the Contract, Contractor shall provide CUSD with written notice stating the specific obligations of the Contract that CUSD materially breached and the acts or omissions of CUSD that caused the material breach. CUSD shall have 30 days from the date that CUSD receives Contractor's notice to cure the material breach and provide Contractor written notice of such cure. If, upon expiration of the 30-day cure period and provided that CUSD has not disputed the material breach, CUSD has not cured the material breach, the Contract shall terminate at 12:00 midnight on the 30th day after CUSD receives Contractor's notice of material breach without any further notice or action by either Party. Any dispute between the Parties relating to CUSD' material breach and corrective actions shall be resolved in accordance with Article 6. During the 30-day cure period and the

pendency of any dispute between the Parties, Contractor shall continue performing all Services required of Contractor.

3.2.2 TERMINATION BY CUSD. During the Contract Term, CUSD may terminate the Contract pursuant to one or more of the following:

3.2.2.1 WITH OR WITHOUT CAUSE/CONVENIENCE. CUSD may terminate the Contract, with or without cause, by giving Contractor written notice at least 30 days before the effective termination date.

3.2.2.2 LOSS OF RIGHTS TO CONDUCT BUSINESS. CUSD may terminate the Contract effective on the date stated in CUSD' written notice of termination to Contractor if: (A) Contractor's legal rights to exist or conduct business in California has been revoked or terminated by the State of California, any other agency, or a court; or (B) Contractor's legal rights to exist or conduct business in California has been suspended or rendered inactive by the State of California, any other agency, or a court and such suspension lasts more than 30 consecutive days.

3.2.2.3 OTHER GROUNDS. CUSD may terminate the Contract effective on the date stated in CUSD' written notice of termination to Contractor pursuant to any of the following: (A) Contractor is required to but fails to provide to CUSD and/or comply with the Fingerprinting Certification or the Sole Proprietor Fingerprinting Addendum; (B) Contractor is required to but fails to provide to CUSD and/or comply with the TB Certification; (C) CUSD, federal or state agency, and/or any entity from which CUSD receives or is to receive funds to pay for the Contract reduce or eliminate some or all such funds, or fail or determine not to appropriate sufficient funds to make future payments under the Contract; (D) a government or issuing agency revokes, suspends, places on probation, or non-renews any License that Contractor must hold to perform the Contract; (E) Contractor assigns, transfers, or subcontracts any or all of Contractor's obligations and/or rights under the Contract in breach of Section 7.3; (F) Contractor fails to maintain and provide written proof of insurance as required by Article 4; or (G) Contractor is required to provide particular staff to perform the Contract but such staff is not able, not willing, or not available to perform the Contract.

3.2.3 BANKRUPTCY OR INSOLVENCY. The Contract shall terminate effective the day immediately preceding the day on which Contractor: (A) files a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors; (B) applies for, consents to, or has an order, judgment, or decree entered by a court for, approval of a petition or appointment of a receiver, trustee, custodian, or liquidator of all or a substantial part of Contractor's assets; (C) is unable to, fails to, or admits in writing its inability generally to pay its debts or obligations as they become due; and/or (D) makes a general assignment for the benefit of creditors.

SECTION 3.3 RIGHTS AND OBLIGATIONS UPON TERMINATION DURING CONTRACT TERM. If the Contract is terminated during the Contract Term for any reasons and the Parties have not agreed otherwise in a writing executed by them or this Agreement does not provide otherwise, the following applies and survives the termination of the Contract:

3.3.1 PAYMENT BY CUSD. Unless specifically stated otherwise on the Cover in which case such

provision shall apply, CUSD shall pay Contractor only for Services that Contractor is required to perform, and has performed in accordance with, the applicable purchase order and the Contract before the effective date of termination. Contractor shall submit an invoice within 30 days of the effective date of termination. The provisions in Article 2 shall apply to Contractor's invoice and CUSD' payment under this Subsection. Upon CUSD' payment, if any has been invoiced by Contractor and is due to Contractor, CUSD is not obligated to make any further payment to Contractor, whether pursuant to contract, law, or equity.

3.3.2 CESSATION OF SERVICES. Contractor shall cease performance of any Services that remain.

3.3.3 DELIVERY OF CUSD WORK AND CONTRACTOR WORK. Within 30 days of the effective termination date of the Contract, Contractor shall deliver to CUSD any CUSD Work that CUSD provided to Contractor and any Contractor Work, whether or not it is complete.

SECTION 3.4 SUSPENSION OF SERVICES. Despite any contrary provision in this Agreement or any other Contract Documents, CUSD shall have the right to suspend, delay, or interrupt any or all Services at any time during the Contract Term by providing written notice to Contractor at least 15 days before the date on which the suspension, delay, or interruption is to begin, and stating the beginning and ending dates thereof **("Suspension Period")**. Unless the Parties agree otherwise in writing, the following shall apply upon CUSD' exercise of the rights under this Section: (A) Contractor shall suspend, delay, or interrupt such Services as stated in CUSD' notice but shall continue to perform all other Services; (B) Contractor shall not be entitled to any compensation for Services that Contractor would have been required to perform under the Contract but did not perform during the Suspension Period, and the amount due to Contractor shall be adjusted to deduct the amount of such compensation and such adjustment shall be set forth in an amendment executed by the Parties; (C) Contractor shall not be entitled to any damage, loss, or cost arising out of, resulting from, or relating to CUSD' exercise of its right under this Section or the Suspension Period; (D) Contractor shall resume performance of the suspended Services on the next business day following the last day of the Suspension Period; and (E) the Contract Term shall remain the same.

SECTION 3.5 FORCE MAJEURE. A Party is not liable for failing to perform or delaying performance of the Contract due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively **"Force Majeure"**), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse CUSD' payment to Contractor of any amount that is due to Contractor where Contractor has performed, in accordance with the Contract, the Services for which payment is requested, and submitted an invoice and supporting information as required on the Cover and Section 2.2. Contractor shall not receive any payment for Services that Contractor did not perform during the period in which the Force Majeure occurred.

ARTICLE 4 INSURANCE.

SECTION 4.1 REQUIRED INSURANCE. Contractor, at its cost, shall maintain in effect insurance as stated below and on the Cover, and complying, at a minimum, with the requirements stated below. If Contractor is a California public agency, the required coverage may be through self-insurance. CUSD, in its sole discretion, may waive in writing any requirement in this Article; however, CUSD' failure to insist or request that Contractor comply with such requirements shall not constitute a waiver on CUSD'

part. CUSD reserves the right to reject any insurance and/or to require that Contractor obtain insurance through an insurer satisfactory to CUSD.

4.1.1 *Commercial General Liability,* in effect during the Contract Term, coverage for property damage, bodily injury, and personal and advertising injury with limits of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This insurance shall contain a blanket additional insured endorsement or be endorsed to name Central Unified School District, members of the Governing Board, their agents, officers, and employees are made additional insured on the Commercial General Liability. Insurance shall also contain two endorsements where insurance carriers agree to waive their rights to subrogate against Central Unified School District and policy shall be named primary and noncontributory coverage for Central Unified School District.

4.1.2 *Workers Compensation* in accordance with California laws and *Employer's Liability Insurance* with a limit of not less than $1,000,000 per accident, both of which shall be in effect during the Contract Term. Insurance carrier agrees to waive their rights to subrogate against Central Unified School District

4.1.3 *Commercial Automobile Liability,* in effect during the Contract Term, with limits per accident not less than $1,000,000 and providing coverage, at a minimum, for owned, non-owned, and hired autos. This insurance shall contain a blanket additional insured endorsement or be endorsed to name Central Unified School District, members of the Governing Board, their agents, officers, and employees are made additional insured on the Auto Liability Policies. Auto policy shall also contain two endorsements where insurance carriers agree to waive their rights to subrogate against Central Unified School District and policy shall be named primary and noncontributory coverage for Central Unified School District.

SECTION 4.2 PROOF AND NOTICE; DEDUCTIBLE OR SELF-INSURED RETENTION. Contractor shall provide to CUSD: (A) as required on the Cover and from time to time as CUSD may request, written proof satisfactory to CUSD of the existence of the insurance required of Contractor, including any required endorsement; (B) upon CUSD' request, a copy of the insurance policy and/or other evidence of insurance satisfactory to CUSD; (C) no later than 15 days before the date on which a required insurance expires, written proof of renewal of the insurance, including any required endorsement; and (D) written notice within two business days of the occurrence of any of the following: (1) any required insurance is canceled or non-renewed, (2) notice from the insurer that the insurer intends to or will cancel or non-renew the insurance, and/or limit, restrict, or reduce Contractor's insurance coverage such that the insurance does not comply with the requirements in Section 4.1, or (3) any required insurance's policy limits have been reduced below those required in Section 4.1. Contractor shall disclose any deductible or self-insured retention for any of the required insurance. CUSD reserves the right to require that such deductible or self-insured retention be eliminated or reduced, that Contractor obtain a bond or other security guaranteeing payment of losses and costs within the limits of the deductible or self-insured retention, or that Contractor provide other assurances satisfactory to CUSD. Contractor's obligation to provide written proof of the insurance required under Section 4.1 shall survive the termination of the Contract.

ARTICLE 5 INDEMNITY.

The indemnity provision of the Fingerprinting Certification, the Sole Proprietor Fingerprinting Addendum, and/or the TB Certification, to the extent such document(s) is/are applicable as indicated on the Cover, shall govern to the extent provided therein. In all other respects relating to the Contract, each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to the Contract shall be governed solely by the provisions of this Article. A Party **("Indemnitor")** shall: (A) indemnify and hold harmless the other Party **("Indemnitee")** to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of the Contract. **"Claim"** means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to the Contract where there has been no Final Determination. **"Loss"** means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to the Contract and for which there has been a Final Determination that a Party is or both Parties are liable. **"Third Party"** means a person who or an entity that is *not* any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Contractor; (C) an employee, agent, or volunteer of CUSD or a member, officer, or agent of the Fresno County Board of Education; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. **"Final Determination"** means any judgment, order, or decision, each a **"Determination,"** by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to the Contract, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to the Contract that arises or occurs after the termination of the Contract. During any dispute, CUSD' decision, for the time being, shall prevail and Contractor shall perform the Contract as CUSD directs without prejudice to a Final Determination, as this term is defined in Article 5. During a dispute regarding payment under the Contract, CUSD shall pay Contractor the amount that is undisputed and due to Contractor; if a disputed amount is determined in a Final Determination to be due to Contractor, CUSD shall pay such amount to Contractor within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, CUSD shall pay Contractor in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to the Contract until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of the Contract.

ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENT, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER. The Contract is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. The Contract consists of, and any conflict or inconsistency in the Contract shall be resolved by giving precedence as follows: This Agreement consisting of the Cover and General Terms and Conditions, the RFP Packet issued by CUSD, the Required Documents, and Contractor's response to CUSD' RFP. The Parties may execute the Contract and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of the Contract or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of the Contract only by a writing executed by them.

SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. If there is uncertainty of any language in the Contract, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of the Contract shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in the Contract shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to the Contract shall be adjudicated in state or federal court in Fresno County, California, provided that CUSD does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of the Contract void, illegal, or unenforceable, the Contract shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of the Contract and the remaining provisions shall be construed to preserve the Parties' intent in the Contract. Any provision in the Contract that by its nature applies after, or is specifically stated to survive, the termination of the Contract shall survive the termination of the Contract.

SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, TRANSFER, AND SUBCONTRACT. Contractor is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of CUSD. The Contract does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Contractor and its officers, employees, agents, and any other person performing services for or on behalf of Contractor shall not have any right or claim against CUSD for wages or employee compensation, social security benefits, workers compensation benefits, health benefits, vacation, sick leave, or other employee benefits. Contractor shall not assign or transfer any or all of its obligations and/or rights under the Contract, including by operation of law or change of control or merger, without CUSD' prior written consent. Contractor shall not subcontract with any third party to perform some or all of the Services required of Contractor.

SECTION 7.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under the Contract in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e- mail; and, ***if to CUSD, a copy of any notice and demand by email to***: scuadros@centralusd.k12.ca.us**.** A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of the Contract. //

REQUEST FOR PROPOSAL

SIGNATURE PAGE

The undersigned, having carefully examined the RFP and all addenda, proposes and agrees to be bound by all terms and conditions of the complete Contract Documents. I have thoroughly reviewed RFP No. 2526-1, Special Education Services and agree to provide special education services consistent with the terms of the RFP.

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct."

To be signed by authorized company agent acknowledging submittal of Request for Proposals.

Signature/Title _____

Type or Print Name _____

Name of Company as Licensed _____

Address _____

City State Zip Code _____

Area Code / Telephone Number _____

Area Code / Fax Number _____

E-Mail Address _____

Date _____