

Central Unified
4605 N. Polk Avenue
Fresno CA 93722

Purchase Order No.
The number below MUST appear on all invoices, pkgs., etc.
183770
Order Date: 12/12/2017

(559) 274-4700 FAX: ()

cc: Anita L.

Invoice To:

Ship Prepaid To:

CENTRAL UNIFIED SCHOOL DISTRICT
ACCOUNTS PAYABLE(559-274-4700)
4605 N POLK
FRESNO CA 93722-5334

6300 - CENTRAL USD INSTRUCTIONAL
R. DOYLAND 559-274-4700x63191
5652 W. GETTYSBURG
FRESNO CA 93722-0000

TO: VE# 396 FAX# () Phone# (559) 228-2150

CSUF - FOUNDATION
4910 N CHESTNUT
FRESNO CA 93726-1852

Remit To:

CSUF - FOUNDATION
4910 N CHESTNUT
FRESNO CA 93726-1852

Quantity Ordered	Unit of Measure	Description of Articles or Service	Unit Price	Total Cost
1	Each	SpEd-Specialized Educational and Behavioral Program, including the use and services of Foundation employed personnel, for (Pupil) a child enrolled in the CUSD provided special education program.	\$0.00	\$0.00
1	Each	August 2017 Services Invoice# 39090	\$1,400.00	\$1,400.00
1	Each	September 2017 Services Invoice# 39091	\$3,395.00	\$3,395.00
1	Each	October 2017 Services Invoice# 39406	\$4,555.84	\$4,555.84
<p>PAY VOUCHER - Original invoice(s) attached and no PO was generated before purchase. Must be pre-authorized by Purchasing before use. *** NO RECEIVER REQUIRED ***</p> <p>PLEASE use above "SHIP PREPAID TO:" address or delivery will be refused.</p>				
			Sub Total:	\$9,350.84
			Discount:	\$0.00
			Tax:	\$0.00
			P.O. Total:	\$9,350.84
Requested By:	RobinD		Authorized By:	tt
Requisition #:	184145			

Fu---Re---Y-Gl---Fn---Ob-----Si--RP---Mg
0100-65000-0-5750-1180-580000-000-6100-6100

Amount
\$9,350.84

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the D.I.R. pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

1. If unable to fill order or invoice exactly in accordance with description, unit and price heron, do not ship. Advise us.
2. If price is omitted on order it is agreed that your price will be the lowest prevailing market price.
3. Orders not received on date specified may be cancelled by us.
4. Goods subject to our inspection on arrival.
5. There must be a separate invoice for each purchase order.
6. On orders F.O.B. Shipping Point prepay shipping charges; add to invoice, and attach paid freight bill as evidence of prepayment charges.
7. All materials, supplies and equipment must comply with requirements of the California Occupational Safety and Health Act and all electrical equipment must comply with three wire grounding requirements

Approved

DEC 14 2017

**AGREEMENT BETWEEN CALIFORNIA STATE UNIVERSITY, FRESNO FOUNDATION (FOUNDATION) AND
CENTRAL UNIFIED SCHOOL DISTRICT (CUSD)**

for

Use of Foundation-Employed Personnel for the Provision of Specialized Educational Services

This Agreement is made and entered into by and between the following parties, separately referred to as a "Party" and collectively as the "Parties":

California State University, Fresno Foundation ("Foundation")

Attn: Linda Christian, Accounting Supervisor
4910 N. Chestnut Ave
Fresno, CA 93726
(559) 278-0852
(559) 278-0992 (FAX)
lindacar@csufresno.edu

Dr. Marianne Jackson (Program Contact only)
Director, Behavioral Sciences Institute
5048 N. Jackson
M/S LS138
Fresno, CA 93740
Phone: (559) 278-6779
Email: mjackson@csufresno.edu

Fax: (559) 278-0015

and

Central Unified School District

ATTN: Andrea Valadez, Administrator of Special Education & Support Services
4605 N. Polk
Room 12
Fresno, CA 93722
559-274-4700 ext. 63210
avaladez@centralusd.k12.ca.us

The purpose of this Agreement is to provide a specialized educational and behavioral program, including the use and services of Foundation-employed personnel, for ("Pupil"), a child enrolled in the CUSD-provided special education program.

The above Parties agree to participate in the implementation of the activities described in this Agreement, to support the goals of the program listed below, and to perform their respective obligations in accordance with this Agreement.

ARTICLE I
RESPONSIBILITIES OF THE CUSD

CUSD will have and perform the following responsibilities under this Agreement:

1. Consultation: CUSD will provide to Foundation periodic consultation with an appropriately-credentialed special education teacher, or otherwise as needed by Foundation, throughout the term of this Agreement. Such consultation may include, but not necessarily be limited to, issues pertaining to the implementation of any part of the Pupil's IEP, the reporting of the Pupil's educational progress, or the use of any CUSD-provided forms.
2. Transportation: Although it is anticipated by the Parties that much of the services to be provided by the Foundation's personnel pursuant to this Agreement will be provided at the Pupil's residence, when necessary CUSD will transport at its sole expense the Pupil, to and from the Foundation's location and/or a school site. In such circumstances, CUSD will drop off and pick up the Pupil at a pre-determined location and time to be mutually agreed upon by the parties. Foundation will provide appropriate personnel to supervise the Pupil's drop off and pickup in order to reasonably ensure the Pupil's safety and well-being.
3. Behavioral Interventions: CUSD and Foundation will collaborate on the development, implementation and evaluation of positive behavioral interventions, and related reporting issues and emergency intervention prohibitions, as set forth specifically in § 3052 of Title 5 of the California Code of Regulations.

ARTICLE II RESPONSIBILITIES OF FOUNDATION

The Foundation will have and perform the following responsibilities under this Agreement:

1. Staffing: Provide qualified program representatives who are duly-licensed Board Certified Behavioral Analysts ("BCBA") to attend and actively participate in an individualized education program ("IEP") team meeting with CUSD staff and the Pupil's parent/guardian for the purpose of developing the Pupil's IEP (to be subsequently forwarded to Dr. Marianne Jackson). Foundation BCBA's shall attend and actively participate in IEP team review meeting tentatively scheduled to convene on or about the following date: December 16, 2017.
2. IEP Implementation: Implement the Pupil's specialized educational and behavioral program in accordance with the Pupil's IEP (Attachment No. 1). Foundation further understands and agrees that should it have any questions regarding the appropriate implementation of the Pupil's IEP that it shall immediately contact CUSD for technical assistance.
3. Emergency Interventions: Foundation shall immediately report to CUSD any instance of Foundation's use on the Pupil of a physical restraint as part of an emergency intervention. Foundation understands and agrees that it shall not use any emergency interventions prohibited by state and/or federal law, including those prohibitions set forth specifically in § 3052 of Title 5 of the California Code of Regulations.
4. Pupil-Caused Damages and Injuries: Foundation understands and agrees that it is solely responsible for any damages or injuries to persons or property caused, in whole or in part, directly or indirectly, by the Pupil while the Pupil is in Foundation's care.
5. Incident Reporting: Foundation agrees to submit a written accident report to CUSD within one (1) business day regarding any incident wherein the Pupil has suffered any injury requiring medical attention or resulting from physical restraint, injured another individual, is named as

- a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.
6. No Charge to Parent/Guardian: Foundation shall be responsible for the provision of the standard and usual supplies, equipment and facilities it normally provides as part of its Program. No charge of any kind shall be made by Foundation to the Pupil's parent(s) or guardian(s) or any of the services contemplated by this Agreement.
 7. Monitoring and Reporting: Foundation shall allow monitoring and reporting of the Pupil's education and behavioral program. CUSD reserves the right to make unannounced monitoring visits to the service locations. Foundation shall provide to CUSD periodic progress reports relating to the Pupil's goals and objectives and other data required for review as part of the Pupil's IEP (Attachment No. 1). Foundation assures CUSD that all of its personnel who will be providing services pursuant to this Agreement have been informed of and trained regarding their obligations under the Child Abuse and Neglect Reporting Act, California Penal Code § 11164 et seq.
 8. Behavioral Interventions: CUSD and Foundation will collaborate on the development, implementation and evaluation of positive behavioral interventions, and related reporting issues and emergency intervention prohibitions, as set forth specifically in § 3052 of Title 5 of the California Code of Regulations.
 9. Fingerprinting and CDOJ Clearance: Foundation shall require each person who is to have more than limited contact with the Pupil to submit fingerprints consistent with California Education Code § 45125, including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance for the Foundation's employees; prohibiting Foundation employees from coming into contact with the Pupil until CDOJ clearance is obtained; and certifying in writing and providing such certification to CUSD that none of its employees who may come in contact with the Pupil has been convicted of or pleaded nolo contendere to charges of any sex offense as defined in Education Code § 44011, or to a felony that would disqualify that person from employment pursuant to education Code § 44237.
 10. Records About Individuals: State and federal laws, including HIPPA and FERPA, as well as Foundation and CUSD policy, set forth certain requirements and safeguards concerning records pertaining to students, including the rights of access by the subject individual and by third parties. The Parties agree to comply with these laws, related regulations, and their respective policies.

ARTICLE III TERM AND TERMINATION OF AGREEMENT

Section 3.1: TERM. This Agreement is effective on August 14, 2017 ("Effective Date") and continues in full force and effect thereafter until and including December 16, 2017 ("Termination Date") and any extension thereto ("Agreement Term"), and unless terminated during the Agreement Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight Pacific Daylight Time without any notice or action by either Party. Any extension of the Agreement Term shall be set forth in an amendment executed by the Parties.

Section 3.2: TERMINATION DURING AGREEMENT TERM

- 3.2.1 **TERMINATION FOR CAUSE/WITHOUT CAUSE:** During the Agreement Term, a Party may terminate this Agreement for cause upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice at least 30 days before the effective date of termination, and an opportunity within the 30 days (and any extension as may be agreed upon by the Parties) for the breaching Party to cure the material breach. During the Agreement Term, a Party may terminate this Agreement without cause by giving the other Party 30 days' written notice.
- 3.2.2 **FORCE MAJEURE:** A Party is not liable for failing or delaying performance of this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example acts of nature such as tornadoes, lightning, earthquakes, hurricanes, floods or other natural disasters (collectively "Forces Majeure"), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure.

ARTICLE IV COMPENSATION

Section 4.1: COMPENSATION.

- 4.1.1 CUSD will pay to Foundation \$70.00 per hour of service actually provided to Pupil, for no more than fifteen (15) hours per school week, for up to 255 hours based on the school calendar of the Pupil's school district of residence.
- 4.1.2 Foundation shall bill CUSD only for services actually provided to Pupil, in an amount not to exceed \$17,850.00 for the term of this Agreement.
- 4.1.3 Foundation shall provide to CUSD monthly invoices, in a form that is acceptable to CUSD, for services actually provided to the Pupil during the previous calendar month. CUSD will pay Foundation the amounts owed within forty-five (45) business days of its receipt of such invoices.
- 4.1.4 The compensation in Article IV of this Agreement includes all applicable taxes and will not be changed hereafter as the result of any failure on the Foundation's part to include any applicable tax, or as the result of any changes in the Foundation's tax liabilities.

ARTICLE V INSURANCE

Section 5.1: REQUIRED INSURANCE.

- 5.1.1 To the extent that any Foundation vehicles will be used to transport Foundation personnel to accomplish the objectives of this Agreement, the Foundation shall maintain throughout the term of this Agreement automobile insurance for any such vehicles, which insurance shall include coverage for vehicle theft, vehicle damage, property damage, and bodily injury (including that caused by either uninsured or underinsured motorists), with

a combined single limit of not less than \$1,000,000 per accident. Foundation shall provide proof of said insurance to CUSD.

5.1.2 The Foundation shall obtain and maintain for itself throughout the term of this Agreement general liability insurance coverage, with a limit of no less than \$1,000,000 per occurrence.

5.1.3 The Foundation will obtain and maintain for itself throughout the term of this Agreement workers' compensation insurance coverage, with limits of not less than \$1,000,000 or an amount as required by California law, whichever is greater, and employer's liability insurance of not less than \$1,000,000.

5.1.4 The Foundation will obtain and maintain throughout the term of this Agreement professional liability insurance coverage, with limits of not less than \$1,000,000 per occurrence, or an amount as required by California law, whichever is greater, for all BCBA supervisory personnel involved in the provision of services via this Agreement. The Foundation will obtain and maintain for itself throughout the term of this Agreement professional liability insurance coverage, with limits of not less than \$1,000,000 per occurrence, or an amount required by California law, whichever is greater, for all non-BCBA supervisory and participating health practitioners (including students) involved in the provision of services that are the subjects of this Agreement.

The Foundation will: (i) secure and provide to CUSD additional insured endorsements in favor of CUSD regarding the general liability insurance coverage required by this sub article 4.1.2. Such endorsements must be updated and provided on an annual basis by the Foundation to CUSD.

5.2 DEDUCTIBLE OR SELF-INSURED RETENTION: The Foundation shall be solely responsible for paying any deductible or self-insured retention for any of the required insurance coverages.

ARTICLE VI **INDEMNITY**

Except as specifically stated elsewhere in this Agreement, in which case such provision shall govern to the extent provided therein, each Party's indemnity, defense and hold harmless obligations to the other Party under this Agreement shall be as follows: (A) a Party ("Indemnitor") shall indemnify and hold harmless the other Party ("Indemnitee") to the full extent permitted by California law for any loss sustained by Indemnitee or a Third Party only in proportion to the Indemnitor's liability based on a Final Determination; and (B) each Party shall defend and pay for all of its own attorney's fees and litigation costs related to any Claim or Loss without any right against or from the other Party 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 law, and shall survive the termination of this Agreement. "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 this Agreement 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 Indemnitee or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or that both Parties are liable. "Third Party" means a person who or an entity that is not a Party to this Agreement and is not employed by, 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 by a court of competent jurisdiction or a governmental entity with jurisdiction to render such judgment, order or decision, where the judgment, order or decision is not subject to appeal or the time period for an appeal has expired. For purposes of this Article VI, in any case in which the Foundation is an Indemnitee, the following shall also be indemnitees (and shall be third party beneficiaries of this Agreement only for the purpose of enforcing this provision): the State of California; the Trustees of the California State University; California State University, Fresno; and all of said entities' employees, agents, representatives, directors and officers.

ARTICLE VII

DISPUTE RESOLUTION

The Parties shall meet and confer in good faith to resolve any disputes between them arising out of, resulting from, or relating to this Agreement. 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 this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE VIII

GENERAL PROVISIONS

Section 7.1: ENTIRE AGREEMENT, CONFLICTS, EXECUTION, AMENDMENT AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed fully executed. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

Section 7.2: INTERPRETATION; APPLICABLE LAWS; VENUE; SEVERABILITY, SURVIVAL OF TERMINATION. This Agreement is to 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. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement 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 this Agreement void, illegal, or unenforceable, this Agreement shall remain otherwise in full force and

effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically slated to survive the termination of this Agreement shall survive the termination of this Agreement.

Section 7.3: INDEPENDENT CONTRACTOR, ASSIGNMENT AND TRANSFER. Each Party 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 the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership or joint venture between the Parties. A Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent.

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 this Agreement in writing and by one or more of the following methods to the other Party at the address, facsimile number, and/or email address listed above, 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) certified U.S. Mail, return receipt requested, first class postage prepaid; or (D) regular mail and transmitted by facsimile or email; and if to CUSD, a copy of any notice and demand by facsimile to: General Counsel at (559) 265-3054; and if to the Foundation, a copy of any notice and demand by facsimile to its Staff Counsel at (559) 278-0989. A Party may change its contact person and/or contact information stated above by notifying the other

Party in writing of the particular change and the effective date thereof, in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

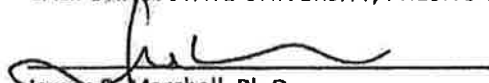
IT IS SO AGREED:

CENTRAL UNIFIED SCHOOL DISTRICT


Mark G. Sutton, Superintendent (or designee)

8/12/17
Date

CALIFORNIA STATE UNIVERSITY, FRESNO FOUNDATION


James E. Marshall, Ph.D.
Dean of Research and Graduate Studies
California State University, Fresno

8/16/17
Date


Deborah S. Adishian-Astone
Executive Director

8/14/2017
Date