

Special Education Assistance and Technical Support, Inc.

Special Education Services Contract

This Contract is made and entered into between the Golden Valley **Virtual** Charter School (hereafter “**GVCS**” or “Agency”), and Special Education Assistance and Technical Support, Inc. (hereafter "SEATS" or “Providers.”)

1. PROVIDERS. Providers’ principal administrators are:

<u>Jill L. Brogan and Michael Brogan</u> SEATS Providers	<u>619-562-7328</u> Telephone Number
<u>7777 Alvarado Road, Suite 410</u> Street Address	<u>619-562-7329</u> Fax Number
<u>La Mesa, California 91942</u> City, State, Zip code	<u>jillbrogan.seats@gmail.com</u> E-mail Address
<u>Tax ID # 45-2642550</u> Tax Identification or Social Security Number	<u>Credentials #020085059/#050060546</u> License Number (if applicable)

At all times relevant to this contract, Providers shall be independent contractors contracting with Agency to provide services specified hereafter. Providers are not Agency’s partners, or employees. Nothing in this contract shall be construed to be inconsistent with this relationship or status.

As independent contractors, Providers are not entitled to any claim for benefits or coverage through Agency under the California Workers’ Compensation Insurance laws, Unemployment Insurance, or any other benefit normally conveyed to Agency employees.

Providers and or their sub-contractors will be responsible for paying their own payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security contributions, if applicable. Agency will not ~~be~~ withhold any such taxes, deductions, contributions or other fees from any compensation payable to Providers under this contract.

2. SERVICES. Providers shall coordinate and assist in staffing special education services to specified GVCS campuses/programs and their students as described in the attached “Statement of Work” (Appendix A). In the event **GVCS** causes Providers to delay completing any work specified in the “Statement of Work,” Providers and **GVCS** shall cooperate with each other to comply with special education law. Failure to cooperate by either party is cause for this contract to be terminated subject to the termination provisions of this agreement. Provider shall not provide special education services (or offer a make-up session) during any **GVCS** school holidays or to any student during their absence from school due to illness, family emergency, or student field trip without compensation to Provider by **GVCS**.

GVCSS shall provide funding for all equipment, apparatus, facilities, and instructional materials necessary to support the general education program(s) of special education students served by Providers, as identified in their Individual Education Programs (IEP). Provider shall purchase student instructional materials and supplies necessary as part of the special education instruction and support services and shall submit receipts to GVCSS for reimbursement. In cases where a GVCSS student's handicapping condition warrants the use of low incidence equipment, Provider will assist GVCSS in contacting their SELPA to access low incidence funds. Upon request, Provider will assist GVCSS in obtaining specialized tools, equipment, apparatus, or materials required by a student's IEP. Providers will insure all materials, procedures, services, and subject matter comply with applicable state and federal law.

3. TIME OF PERFORMANCE. The term of this Contract is from July 1, 2012, through June 30, 2013.

4. COMPENSATION, PAYMENT AND EXPENSES. GVCSS shall pay Providers the compensation set forth in the "Schedule of Fees" (Appendix B) attached hereto for all time spent by Providers or their representatives providing services to GVCSS or GVCSS' enrolled students pursuant to this agreement, including, but not limited providing staff required to implement special education services per IEP; providing therapy to students enrolled in GVCSS; consultation/technical assistance to GVCSS staff and parents of students enrolled in GVCSS; or associated clerical/administrative work needed to monitor the legal compliance of a student's IEP. Providers will not bill GVCSS for travel time. Providers shall bill GVCSS on a monthly basis for such services by mailing to GVCSS at the address specified hereafter regular invoices describing in reasonable detail the services Providers have performed pursuant to this agreement. GVCSS shall make all payments to Provider within thirty (30) days of the date(s) of said invoice(s). If GVCSS fails to timely pay any invoice amount, GVCSS shall pay Provider a late fee of 5% thereof. Providers shall present all invoices for payment in a timely manner and agree that all fees and charges for the school/fiscal year covered by this contract shall be submitted to GVCSS for payment not later than thirty-one (31) days following the end of the fiscal year (July 31).

In the event any GVCSS student or personnel is unable to meet with Providers at a scheduled meeting for services pursuant to this agreement, GVCSS must give Provider twenty-four (24) hours prior notice thereof, except in the event of a bona fide emergency (situation involving probable danger to human life or limb or property loss exceeding \$10,000 and requiring immediate staff or family response) in which case, GVCSS must give Provider notice as soon as possible. In the event that GVCSS fails to give such notice, Provider will bill GVCSS for services at their normal rate, plus any associated administrative costs as outlined in the "Schedule of Fees".

5. RECORDS. Provider agrees that all files, documents and records or materials created by Provider in the course of providing services during the Term of this Agreement shall be the property of GVCSS. Provider agrees that upon expiration or termination of this Agreement for any reason, Provider shall deliver such GVCSS property to GVCSS. Provider shall be permitted to inspect and/or duplicate any individual student file or record regarding GVCSS' special education program to the extent necessary to assure proper coordination of services to students, or to assist in the defense of any claim or threatened claim against Provider or their personnel to which such record or chart may be pertinent, provided that such inspection or

duplication is permitted and conducted in accordance with applicable legal requirements and then prevailing standards for the confidentiality of student and/or patient records. Providers and their personnel shall not disclose pupil records to any unauthorized person or entity without the consent required by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and any other applicable laws, unless law otherwise permits the disclosure.

For purposes of this Agreement, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of daily service providers; daily service logs and notes and other documents used to record the provision of related services, including supervision, as well as goals and progress; daily service logs and notes used to record the provision of services provided through additional instructional assistants and behavior intervention aides; absence verification records (parent/doctor notes, telephone logs, and related documents); staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and worker's compensation insurance policies; state nonpublic agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

Provider shall maintain the student records in its possession in a secure location to ensure confidentiality and prevent unauthorized access. Provider shall maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log need record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of GVVCS or Provider having a legitimate educational interest in requesting or receiving information from the record. GVVCS shall maintain copies of any written parental concerns granting access to student records. Provider shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. Provider agrees, in the event of school or agency closure, to forward student records within ten (10) business days to GVVCS. These shall include, but not limited to, current IEP/IFSPs, reports, logs, and other records. GVVCS shall have access to and receive copies of any and all records upon request within five business days.

6. ASSIGNMENT AND SUBCONTRACTORS. This Agreement shall not be assigned without the written consent of the other party provided however, the parties may delegate the performance, but not the responsibility, for their respective duties hereunder.

7. TERMINATIONS OR AMENDMENTS. This Contract may be terminated or amended in writing at any time by mutual consent of the parties hereto. Either party may terminate this agreement upon 30 days prior written notice if the other party fails to comply with the terms of this agreement, and does not cure its non-compliance within 30 days of notification of the noncompliance. Either party may terminate this contract upon 60 days written notice for any reason. In the event this agreement is terminated, or any specified scheduled services are cancelled, all applicable finished or unfinished documents, data, studies, and reports prepared by Providers pursuant to this contract shall become GVVCS' property.

The parties to this Contract shall be excused from performance hereunder during the time and to the extent they are prevented from delivering or performing services hereunder due to act(s) of God.

8. WARRANTY AND INSURANCE. Providers hereby warrant to GVVCS that the work and services provided hereunder shall be performed in a professional manner and in compliance with all applicable laws. Providers will furnish proof of general liability insurance, workers' compensation, and ~~malpractice~~ professional liability coverage along with a detailed description of types and amounts of insurance held and an insurance certificate listing GVVCS as an additional insured on all policies held by Provider prior to the delivery of services by Provider under this agreement. Insurance coverage shall include the following minimum coverage:

a) Commercial General Liability Insurance, shall include both bodily injury and property damage, with limits as follows:

- \$1,000,000 per occurrence
- \$ 100,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$2,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

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b) Workers' Compensation and Employers Liability Insurance in a form and amount covering Provider's ~~Consultant's~~ full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

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- Part A – Statutory Limits
- Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

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

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- \$1,000,000 per occurrence

\$2,000,000 general aggregate

If GVVCS or Provider determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations. The party modifying its insurance coverage shall notify the other party within three (3) business days of any changes in terms or insurance carrier including start/end changes to assure ongoing coverage.

d) Business Auto Liability Insurance (If Transporting Students) for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit. If no owned automobiles, then only hired and non-owned is required.

If Provider uses a vehicle to travel to/from students' homes or other locations as approved service location by GVVCS, Provider must comply with State of California auto insurance requirements.

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9. ADDITIONAL WORK. If changes in work or services are warranted, Providers or GVVCS will contact the other in writing to summarize proposed amendments to this contract. GVVCS may request additional services from Provider in addition to those outlined in "Statement of Work." Such additional services will be conducted by Provider only if the parties mutually agree in writing beforehand upon the specific additional services, the scope of such additional services, and the additional compensation to Provider for such additional services.

10. NOTICE. Any notice or correspondence shall be given or delivered by either party to the other by depositing the same in a United States Post Office addressed to:

Providers:

Jill L. and Michael A. Brogan, Co-Directors

GVVCS:

Terri Adams, Executive Director

Special Education Assistance & Technical Support, Inc.

Golden Valley Virtual Charter School

7777 Alvarado Road, Suite 410

2421 Portola Road, ~~Suite C~~

La Mesa, California, 91942

Ventura, CA 93003

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11. COMPLIANCE WITH LAWS. Providers and its agents, employees, and sub-contractors shall obey all local, state, and federal laws in the performance of this contract, including, but not limited to minimum wages and/or prohibitions against discrimination.

Providers, officers, agents, employees and/or sub-contractors of Providers shall secure and maintain in force such licenses, credentials, permits, and health or legal clearances as are required by law, in connection with the furnishing of the services to students of GVVCS. Providers, officers, agents, employees and/or sub-contractors of Providers will comply with

Education Code section 45125.1 regarding fingerprinting. Providers or their sub-contractors shall bear their own costs of fingerprinting.

Providers, officers, agents, employees and/or sub-contractors of Providers will comply with Education Code section 49406 regarding examination for tuberculosis. Providers or their subcontractors shall bear their own cost of tuberculosis screening.

12. INSURANCE AND JOB SAFETY. Providers understand that they are not covered by any Workers' Compensation insurance through GYVCS. Providers and their sub-contractor(s) or agent(s) shall provide their own personal liability, property damage, and automobile insurance. Providers shall provide liability insurance of at least \$1.0 million. (See also "Indemnification" – Section 15 below.) Neither Providers nor their sub-contractors or representatives shall at any time provide any transportation to GYVCS students in any private vehicles.

13. PROTECTION OF WORK AND PROPERTY. Providers shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life, student safety, or potential damage to property, Providers are permitted, without special instruction or authorization from the GYVCS, to act at their discretion to prevent such threatened loss or injury.

14. LAWS, VENUE, AND LEGAL REPRESENTATION. —This contract and the obligations of the parties hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time. In the case of a dispute between the parties, venue shall be in Ventura County, California. In the event of any special education due process complaints, or mediations, Providers will assist GYVCS in the defense or prosecution of a claim as requested by GYVCS through Provider's cooperation in providing information relevant to the claim, counsel GYVCS in potential resolution based upon Provider's experience and professional judgment and implement resolutions and preventative measures. Legal representation and related costs for such representation is at GYVCS' sole discretion and expense except where the claim or complaint was all or partially due to a professionally negligent or willfully illegal act or omission of Provider as outlined by Section 15 below.

This Contract shall be interpreted in accordance with the laws of the State of California.

15. INDEMNIFICATION.

(a) Indemnification by Providers. Providers shall indemnify, defend and hold harmless GYVCS, its respective board members, officers, employees and agents from and against any and all suits, actions, allegations, claims, complaints, costs, damages, fees and judgments by third parties, including but not limited to court or mediation or due process costs, reasonable attorney's fees, including but not limited to court or administrative hearing officer order reimbursement and/or compensatory education and/or costs related to the investigation or audit of GYVCS by any state or federal agency resulting from any professional negligence whether partial or complete negligence and/or willfully illegal action or inaction of Providers, its respective employees, agents, or any subcontractors in connection with the performance or

non-performance of this agreement. Negligence as used in this section includes, but is not limited to, breach of any duty of state or federal law.

(b) Indemnification by GYVCS. GYVCS shall indemnify, defend and hold harmless Providers, its respective board members, officers, employees and agents from and against any and all suits, actions, allegations, claims, complaints, costs, damages, fees and judgments by third parties, including but not limited to court or mediation or due process costs, reasonable attorney's fees, including but not limited to court or administrative hearing officer order reimbursement and/or compensatory education which is a solely the result of the professional negligence and/or willfully illegal action or and/or costs related to investigation or audit of GYVCS by any state or federal agency inaction of GYVCS, its respective employees, agents, or any subcontractors in connection with the performance or non-performance of this agreement. Negligence as used in this section includes, but is not limited to, breach of any duty of state or federal law.

(c) Notice, Cooperation and Opportunity to Defend. The party entitled to be indemnified under this Section 15 (the "Indemnified Party") shall promptly notify in writing the party required to provide indemnification under this Section 15 (the "Indemnifying Party") of any matter giving rise to an obligation to indemnify and the Indemnifying Party shall defend such claim at its expense provided that the Indemnifying Party may not settle any such claim without the consent of the Indemnified Party, which consent will not be unreasonably withheld, conditioned or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and to make reasonably available to the Indemnifying Party any necessary records or documents in the possession of the Indemnified Party which are necessary to defend such claim and make themselves available as reasonably necessary. If the Indemnified Party desires to participate in the defense of a claim being defended by the Indemnifying Party, it may do so at its sole cost and expense, provided that the Indemnifying Party shall retain control over its own defense. In the event the Indemnifying Party does not defend or settle such claim, the Indemnified Party may do so without the Indemnifying Party's participation, in which case the Indemnifying Party shall pay the expenses of such defense, and the Indemnified Party may settle or compromise such claim without the Indemnifying Party's consent. The failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is actually prejudiced by such failure to give notice.

(d) Without in any way limiting the foregoing, charter school and provider should work cooperatively to reply to, resolve, or defend any and all California Department of Education complaints, uniform complaints, investigations in front of the Office of Civil Rights or other compliance investigations or audits.

(e) The provisions of this Section 15 shall expressly survive the expiration or termination for any reason of this agreement.

16. NATURE OF CONTRACT. This contract constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or contracts other than those contained herein.

17. ARBITRATION. Any dispute arising under this contract, including, without limitation, all disputes relating in any manner to the performance or enforcement of this contract shall be resolved by arbitration in the county of the party initiating the dispute pursuant to the rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

For:

Golden Valley **Virtual**
Charter School (GVVCS)

Special Education Assistance & Technical
Support, Inc. (SEATS)

Terri Adams
Executive Director

Jill L. Brogan
Owner and Co-Director

Michael A. Brogan
Owner and Co-Director

APPENDIX A

STATEMENT OF WORK

Compliance Review — Develop plans and procedures for records review for compliance with Individuals with Disabilities Education Act (IDEA) and State special education mandates, which may include the following:

- (a) Provide audit of Individualized Education Programs (IEPs) including review and maintenance of files for all identified special education students to determine current IEP status and eligibility.
- (b) Obtain missing IEPs and related records for students with exceptional needs who attend GVCS, and obtain required parent authorization for assessment and services.
- (c) Monitor and schedule initial evaluations, re-evaluations; third year evaluations; and identify the necessary special education services to bring GVCS into compliance with state and federal requirements as well as the requirements of each child's IEP.
- (d) Provide data collection for all State required reports and or special education audits.

Evaluations/Assessments — Conduct initial assessments, re-evaluations, and triennial evaluations required by federal and state law and regulations in order to determine student's level of functioning for the development of an initial IEP or to evaluate the student's annual or three year progress on his or her IEP. All assessments will be conducted by appropriately licensed and/or credentialed personnel including but not limited to psychologists, speech and language specialists; resource specialists, or other designated instruction service provider.

GVCS will receive a written report of such assessments, re-evaluations and triennial evaluations in compliance with federal and state laws and regulations.

Individual Education Program (IEP) Development — Provide administrative services to develop IEPs for eligible students to ensure compliance with applicable state and federal requirements. Such administrative services shall include but not be limited to:

- (a) Written progress notes provided to GVCS as frequently as progress of general education students is reported by GVCS.
- (b) IEP meeting attendance, and IEP development as requested by GVCS

Individual Educational Program Meeting Attendance —Attendance by Providers may include writing of IEPs and establishment of individual goals and objectives if requested by GVCS. Attendance by one or more Providers and/or their representatives will be billed at each specialist's hourly rate.

Special Education Services –Providers shall coordinate delivery of all special education services to those students of GVCS deemed eligible by conducting:

- (a) Review of IEPs and/or related student records
- (b) Pre/Post testing to establish baseline and progress data.
- (c) Establishment of individual goals and objectives as necessary.
- (d) Individual, small group services OR collaborative/integrated services (full-inclusion).
- (e) Consultation with parents, teachers, and administrators.

Special education services may include, but are not limited to, Pre-Formal (pre-school); mild to moderate (Resource Specialist and Special Day Class); Moderate to Severe, or Designated Instructional Services (DIS such as: Speech, Occupational Therapy, etc.) as necessary. If Providers believe that any student(s) may legally require such services or other similar services which, in quantity or scope, are beyond the levels of service which are contemplated in this contract, or are otherwise cost prohibitive in light of the rates set forth in Appendix B (collectively, “Extraordinary Services”), Provider shall identify such student(s) in writing to GVVCS, and GVVCS and Provider shall, within ten (10) business days of such notice, meet and negotiate in good faith regarding additional compensation to Providers for such Extraordinary Services. In the event Providers are unsuccessful in recruiting a specialist required to implement any portion of a student’s IEP, the Providers must notify GVVCS within ten (10) business days of the date the service needed was established before it agrees to hold the Providers harmless for such failure except in the instance that the 10 day notice is not provided. GVVCS and Provider agree to meet immediately upon notice to seek appropriate service providers. In the event a service provider cannot be obtained, such failure shall constitute breach of contract pursuant to section 7. Providers agree to meet jointly with GVVCS and CDE staff in the event of a complaint to the CDE related to the inability to locate a service provider

Provider shall consult with GVVCS on the selection of special education staff to be assigned to GVVCS students. GVVCS shall have a right to object to, and request replacement of, any personnel deemed unsuitable for service at GVVCS in GVVCS’ reasonable discretion. GVVCS may provide any of the services anticipated under this contract by utilizing its own employees. GVVCS shall provide Provider with reasonable notice of its intent to utilize its own employee for a service. Such employee shall provide services under the oversight of GVVCS as the employer and Provider as the special education consultant and service provider.

APPENDIX B

SCHEDULE OF FEES

All services are billed at an hourly rate regardless whether the provider is working with individuals or small groups of students. If GYVCS requests administrative or technical support requiring Providers to travel a distance greater than one-hundred (100) miles, reimbursement for associated travel costs at the IRS-approved rates for transportation, meals and lodging (but not charges for time of travel) may be requested by the Providers.

- Administrative and/or Technical Support \$90.00 per hour
- Classified Clerical Support \$36.00 per hour
- Resource Specialist, Special Day Class \$55.00 per hour
- Psychologist \$700 per Assessment + IEP
(Assessment, IEP Development,
IEP Meeting Attendance)
- Psychologist – Individual/Group Counseling \$100.00 per hour
- Speech and Language \$105.00 per hour
- Occupational Therapy/Physical Therapy \$110.00 per hour
- One-to-one Instructional Assistant \$25.00 per hour
- Instructional materials and other services not included above (TBD--see below)

Unique/Extraordinary Costs: In the event a student requires services involving unique and/or extraordinary costs, e.g., services not addressed by the list above, and/or required staff is unavailable at or below the rates listed above, the Provider and GYVCS will negotiate a Fee for Service which reflects the additional costs for support.