

Cabrillo Unified School District

Agreement with Independent Contractor

Contractor Name and Contact Information ("Contractor"):

Name of Company: SPG Therapy & Education
Name of Primary Contact Person: Contracts Team
Address: 2021 Ygnacio Valley Rd. C-103,
Walnut Creek CA 94598
Telephone Number: 925.945.1474 x 134
Email address: contracts@spgtherapy.com

Upon completion of work or agreed-upon work periods, mail
invoice with above Agreement Number to:

Cabrillo Unified School District
498 Kelly Avenue
Half Moon Bay, CA 94019

It is agreed between Cabrillo Unified School District ("CUSD"), and Contractor as follows:

- Services to be Performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for CUSD in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A, attached hereto.
- Contract Term.** The term of this Agreement shall be from August 12, 2024, to June 6, 2025, unless terminated earlier pursuant to Section 10.
- Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, CUSD shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that CUSD makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by CUSD at the time of contract termination. CUSD reserves the right to withhold payment if CUSD determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed Five Hundred Forty Eight Thousand Five Hundred Eighty Five dollars \$548,585.00.
- Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of CUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of CUSD employees.
- Insurance Requirements.** Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

- Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$3,000,000** per accident for bodily injury and property damage.

- iii. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$3,000,000** per accident for bodily injury or disease.
- iv. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$5,000,000** aggregate.

B. Other Insurance Provisions

- i. **Additional Insured Status** - CUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects CUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. **Sexual Abuse and Molestation Insurance** - In any Scope of Work where direct or incidental contact with students in or out of the classroom setting is likely to take place, Contractor must provide coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than **\$3,000,000** per wrongful act and **\$6,000,000** aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an "occurrence" and not on a claims made or claims made and reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit. CUSD, its board of trustees, employees, agents, and volunteers must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to CUSD.
- v. **Waiver of Subrogation** - Contractor hereby grants to CUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against CUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CUSD has received a waiver of subrogation endorsement from the insurer.
- vi. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by CUSD. CUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CUSD.
- vii. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CUSD.

- viii. **Claims Made Policies** - If any of the required policies provide claims-made coverage:
- a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- ix. **Verification of Coverage** - Contractor shall furnish CUSD with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CUSD before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. CUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- x. **Special Risks or Circumstances** - CUSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. **Indemnification.** Contractor shall indemnify and hold harmless CUSD, its officers, agents, and employees from all claims, suits or actions of every name, kind, or description brought for or on account of injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by Contractor, its officers, agents, employees and/or servants. The duty of Contractor to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify CUSD, its officers, agents, and employees against any responsibility or liability in contravention of Section 2782 of the Civil Code.

The indemnification and hold harmless set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify CUSD, its officers, agents and employees from and defend or settle any claim or action brought against CUSD to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and other damages which may be incurred by CUSD, its officers, agents and employees for any such claim or action or settlement thereof.

7. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of CUSD. All financial, statistical, personal, technical, and other data and information relating to CUSD's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as CUSD requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code section 45125.1 and 45125.2 or CUSD policy, will ensure that all required criminal background checks are timely conducted. If required by Education Code section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in CUSD's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with CUSD's students. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is

an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of CUSD to prepare and submit that individual's fingerprints to the Department of Justice.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of CUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically give CUSD the option to terminate this Agreement without notice.
10. **Termination of Agreement.** CUSD may, at any time after execution of this Agreement, terminate this Agreement, in whole or in part, for the convenience of CUSD by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of CUSD and shall be promptly delivered to CUSD. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. CUSD may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after CUSD learns of said unavailability of funding.
11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after CUSD makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of CUSD, the State of California, other regulatory agencies, and/or Federal grantor agencies.
13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.
14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent or his/her designee. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.
15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.
16. **Cal/OSHA Workplace Violence Prevention Plan.** Contractor shall have in effect during the entire term of this Agreement a Workplace Violence Prevention Plan (WVPP) as part of its Injury and Illness Prevention Plan (IIPP), as required by Section 6401.9 of the California Labor Code. In signing this Agreement, Contractor certifies (a) that it is aware of the provisions of Section 6401.9 of the California Labor Code, which require every employer to adopt, maintain and train all employees on the WVPP in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor: SPG Therapy & Education

Susan Stark

7/25/24

Susan Stark – President

Date

For CUSD:

Amber Lee-Alva

Date

Exhibit A

Agreement between Cabrillo Unified School District and SPG Therapy & Education

I. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following:

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2. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, CUSD shall pay Contractor based on the following schedule and terms:

I. Term and frequency of payment.

a. If based on budget: *Contractor shall invoice CUSD for actual costs incurred based on the following budget: _____.*

b. *If monthly/quarterly, etc.: Contractor shall invoice CUSD (choose one)
weekly/biweekly/monthly/quarterly/annually based on the following rate: \$883.55-\$987.11*

c. If lump sum: *Contractor shall invoice CUSD for one lump sum in the amount of \$_____ upon execution of agreement / completion of services described in Section I.*

d. If deliverable based: *Contractor shall invoice CUSD upon completion of each deliverable(s) shown in Section I.*

2. Invoice due dates.

For example: Invoices are due to CUSD by the 15th of each month for the previous month's service. Due to CUSD's year-end process, invoices for June services are due by July 7; or Invoice is due no later than 10 days after completion of deliverable as shown in Section I.

3. Backup documentation.

For example: Contractor will submit performance reports with the invoice. Payment is dependent on submission of supporting documentation. Payment may be delayed if supporting documentation is not received.

4. Submission of invoices.

For example: Contractor will submit invoices electronically to [CUSD EMAIL ADDRESS].