

**NAVIGATOR SCHOOLS
VENDOR / CONSULTANT SERVICES AGREEMENT**

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT (“Agreement”) is made and entered into effective June 1, 2024, (the “Effective Date”), by and between the Navigator Schools (“District”) and **Trustees of the California State University Monterey Bay dba The Clinic for Educational Supports - SLP Program** (“Vendor”).

1. **Vendor Services.** Vendor agrees to provide the following services to District (collectively, the “Services”): Due to the difficulty in retaining qualified Speech and Language Pathologists (SLPs) and in the spirit of collaboration, we will use the California State University, Monterey Bay (CSUMB) dba The Clinic for Educational Supports (CES) – SLP Program to provide evidence-based speech and language services for students in Navigator Schools. The speech and language services will take place beginning August 1, 2024, to July 30, 2025. The CES – SLP Program will provide services for the students 5 days per week during the fall and spring terms following the Navigator Schools calendar, with the exception of CSUMB final exam weeks; however, the SLP Program ensures all IEP monthly service minutes will be met. The CES SLP Program will provide licensed SLPs to supervise graduate clinicians at the Navigator Schools, Watsonville site during fall and spring. Below is a breakdown of the proposed services for the 24-25 academic year.

During the 2024-25 academic year, including summer 2025, graduate student clinicians will provide evidence-based treatment and assessment under direct supervision of one (1) licensed SLP per site. These services will include:

- In-person treatment and assessment sessions incorporating the latest evidence-based practice research, content, variety, and depth.
- Real-time documentation ensuring sessions occurred as specified by students’ IEPs.
- The ability to conduct 1-on-1 or group sessions.
- Scheduling flexibility to provide therapy sessions throughout the school day.
- One (1) supervisor can supervise up to 6 graduate student clinicians per hour, increasing the amount of service hours we can provide to the school site.
- Tools and processes to help parents and teachers reinforce and support students’ therapeutic outcomes and encourage their application in the classroom and home.
- Comply with IDEA, and all other federal and state laws and rules.
- Maintenance of Navigator Schools student data for the purpose of reporting progress and documenting educational benefits.
- Case management of Navigator Schools students as defined by the following:
 - The CSUMB SLP program will provide assessment and services for a caseload not to exceed 45 Navigator School Students.
 - The CSUMB SLP program cannot at this time provide services for initial assessments.
 - CSUMB SLP program to provide services 5 days a week
 - CSUMB SLP will request additional days for administrative tasks (see cost breakdown below).
 - The CSUMB SLP program will provide RTI support during the academic year.

2. **Vendor Qualifications.** Vendor represents and warrants to District that Vendor, and all of Vendor’s employees, agents or volunteers (the “Vendor Parties”), have in effect and shall maintain in

full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Vendor and any Vendor Parties performing Services shall be competent to perform those Services.

3. **Term.** This Agreement shall begin on August 1, 2024, and shall terminate upon completion of the Services, but no later than July 31, 2025 (“Term”), except as otherwise stated in Section 4 below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Vendor or the Vendor Parties. In the event of early termination, Vendor shall be paid for Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Vendor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Vendor if Vendor materially breaches any of the terms of this Agreement, any act or omission of Vendor or the Vendor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors, or a receiver is appointed because of Vendor’s insolvency. Such termination shall be effective immediately upon Vendor’s receipt of the notice. In the event that District terminates this Agreement prior to July 31, 2025, all Fees paid by District shall be pro-rated to the date of termination.

5. **Payment of Fees for Services.** District agrees to pay Vendor fees at the rate of \$188,916 per 2024-2025 School Year Speech services satisfactorily performed. Vendor shall not increase the rate over the course of this Agreement. Total fees (“the Fee”) paid by District to Vendor shall not exceed \$188,916. Any work performed by Vendor in excess of the Fee shall not be compensated. District agrees to pay the Fee, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Vendor, including any additional supporting documentation District reasonably requests. Invoices shall be issued in ten (10) equal monthly installments by Vendor commencing on June 1, 2024 with each monthly invoice due within 30 (thirty) days, except for the February 1, 2025 invoice which shall be due within 28 (twenty-eight) days, as follows: a) June 1, 2024 invoice for \$18,891.60 due on or before June 30, 2024; b) July 1, 2024 invoice for \$18,891.60 due on or before July 30, 2024; c) August 1, 2024 invoice for \$18,891.60 due on or before August 30, 2024; d) September 1, 2024 invoice for \$18,891.60 due on or before September 30, 2024; e) October 1, 2024 invoice for \$18,891.60 due on or before October 30, 2024; f) November 1, 2024 invoice for \$18,891.60 due on or before November 30, 2024; g) December 1, 2024 invoice for \$18,891.60 due on or before December 30, 2024; h) January 1, 2025 invoice for \$18,891.60 due on or before January 30, 2025; i) February 1, 2025 invoice for \$18,891.60 due on or before February 28, 2025; and, j) March 1, 2025 invoice for \$18,891.60 due on or before March 30, 2025.

5.1 **Reimbursement for Certain Expenses.** District shall reimburse Vendor for Reimbursable Expenses (defined below). Vendor’s total reimbursement for Reimbursable Expenses shall not exceed \$0, which is Vendor’s estimate of the maximum total cost of Reimbursable Expenses for performance of the Services. Any expenses incurred by Vendor in excess of the Reimbursable Expenses amount set forth above shall not be compensated. District agrees to pay Reimbursable Expenses, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Vendor,

including any additional supporting documentation District reasonably requests.

“Reimbursable Expenses” means Vendor’s actual out-of-pocket expenses, without markup, incurred in performance of the Services, including fax, reproduction expense (excluding expense for reproduction for Vendor’s office use), postage, messenger, transportation, living expenses in connection with out-of-town travel, and long distance communications. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead, including technology hardware and software, or insurance premiums); nor do they include expenses incurred in connection with services that result from Vendor’s wrongful acts or omissions.

6. **Indemnity.** Vendor and District (“Parties”) shall defend, indemnify, and hold harmless the other Party and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees, from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of their own Party, their respective agents, subvendors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform their own obligations under this Agreement, including, but not limited to Vendor's use of the site, Vendor performance of the Services, or the breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District or Vendor by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Vendor or Vendor Parties under the California Fair Employment and Housing Act (“FEHA”). This provision shall survive the termination of this Agreement at the conclusion of services of otherwise.

7. **Equipment and Materials.** Vendor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, “Equipment”) which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Vendor or the Vendor Parties, even if such Equipment is furnished, rented or loaned to Vendor or the Vendor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Vendor must then promptly remedy or replace it at no additional cost to District and subject to District’s reasonable satisfaction.

8. **Insurance.** Without in any way limiting Vendor’s liability, or indemnification obligations set forth in Section 6 above, Vendor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$5,000,000 each occurrence and \$5,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$500,000 each occurrence and \$1,000,000 in the aggregate, if applicable; (iii) worker’s compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable; and (iv) if the Vendor’s services will include contact with minors, and if the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation,

Vendor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$5,000,000 per occurrence or claim. The Parties may use Umbrella or Excess Policies to provide the liability limits as required in this agreement, but Umbrella or Excess layers must affirmatively include Sexual Abuse and Molestation as an underlying coverage. Neither Vendor nor any of the Vendor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties (specifically, District agents, representatives, officers, consultants, employees, Board of Trustees, and members of the Board of Trustees) are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Vendor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Vendor Status.** Vendor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Vendor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Vendor understands and agrees that Vendor and the Vendor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Vendor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Vendor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor and the Vendor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Vendor and the Vendor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. Vendor and the Vendor Parties will have **no contact** with District students at all times during the Term of this Agreement.

B. The following Vendor and Vendor Parties **will have contact** with District students during the Term of this Agreement:

[Attach and sign additional pages, as needed.]

C. X **(Required if Box 11.B is checked.)** All of the Vendor and Vendor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Vendor and Vendor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Vendor further agrees and acknowledges that if at any time during the Term of this Agreement Vendor learns or becomes aware of additional information which differs in any way from the representations set forth above, or Vendor or Vendor Parties add personnel who will provide Services under this Agreement, Vendor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements set forth in this Section 11 have been satisfied and District determines whether any contact is permissible.

12. **Tuberculosis Certification.** Vendor and the Vendor Parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Vendor hereby represents and warrants to District the following:

A. Vendor and Vendor Parties will have **no contact** with District students at all times during the Term of this Agreement.

B. X The following Vendor and Vendor Parties will **have contact** with District students during the Term of this Agreement and, at no cost to District, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406:

[Attach and sign additional pages, as needed.]

Vendor shall maintain on file the certificates showing that the Vendor and Vendor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Vendor and shall be available to District upon request or audit.

Vendor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Vendor and Vendor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Vendor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Pursuant to the Family Educational Rights and Privacy Act (“FERPA”) District identifies Vendor as having a “legitimate educational interest” in said student information, including but not limited to student records and student data, and Vendor represents that it

shall abide by all FERPA statutes and regulations. Vendor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Vendor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Monterey, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Vendor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Vendor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Vendor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorney Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

22. **Intentionally Omitted.**

23. **Time.** Time is of the essence to this Agreement.

24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

25. **Reports.** Vendor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Vendor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

27. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

28. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

29. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

30. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

Exhibit A
CSUMB_Navigator Schools Description of Services and Cost Breakdown

2024-25 Academic Year

Fall 2024 and Spring 2025

5 days/week; 8 hours/day

40 hours supervision/week for 34 weeks

- Supervisor time will include direct supervision as well as time to consult with the educational team (e.g., teachers & caregivers).
- Each supervisor will require 10 additional days for 8 hours/day to complete administrative responsibilities required by the district.

Licensed SLP Supervisor/site	\$155,520
Student Assistant	\$ 3,500
CES Administration fees (mandated)	\$15,902
Administration fees (CSUMB mandated)	\$13,994
Fall 2024 and Spring 2025 Total Cost:	\$188,916

DISTRICT:

NAVIGATOR SCHOOLS

By: _____
Name: Noël Russell-Unterburger
Title: Chief Financial and
Operating Officer

Address for District Notices:

650 San Benito Street, Ste. 230
Hollister, CA 95023
831-217-4880

VENDOR:

CSUMB The Clinic for Educational Supports –
SLP Program

By: _____
Name: Cathi Draper Rodriguez
Title: CES Director

Address for Vendor Notices:

100 Campus Center
Seaside, CA 93955
831-582-3652

By: _____
Name: Sandra Amorim Ruiz
Title: Director of Procurement and Contract
Services