

AGREEMENT

BETWEEN

**California Department of Education (CDE),
California School for the Deaf, Riverside (CSDR)**

AND

ALVORD UNIFIED SCHOOL DISTRICT

FOR

*Teacher Assistant Special Circumstance Paraprofessional (a.k.a. one-on-one assistant) at
California School for the Deaf, Riverside*

PARTIES

1. The Alvord Unified School DISTRICT (hereinafter referred to as the "DISTRICT") is a public school DISTRICT organized and existing under and pursuant to the constitution and laws of the State of California and with a primary business address at 9 KPC Parkway, Corona, CA 92879.
2. The **California Department of Education (CDE) with California School for the Deaf, Riverside (CSDR)** (hereinafter referred to as the "CONTRACTOR") in good standing in the State of California and with a CDE primary business address at 1430 N Street, Suite 1802, Sacramento, CA 95814-5901.

PURPOSE

1. The purpose of this agreement is to provide for assistance by CONTRACTOR, a Teacher Assistant Special Circumstance Paraprofessional (a.k.a. one-on-one assistant) for 36 hours per week during the 2021-2022 academic school year.
2. This agreement will also provide assistance by the CONTRACTOR, for a Teacher Assistant Special Circumstance Paraprofessional (a.k.a. one-on-one assistant) for a total of 30 hours per week for a total of three weeks during Extended School Year (ESY) during the months of June and July 2022.

AGREEMENT

1. The DISTRICT will perform the following duties:
 - a. Contact CONTRACTOR to confirm its employee is providing services to a particular student.
2. The CONTRACTOR will perform the following duties:

- a. When contacted by the DISTRICT, confirm the employment status of the CONTRACTOR'S Teacher Assistant Special Circumstance Paraprofessional.
- b. Comply with the requirements of California Education Code section 45125.1 with regards to fingerprinting.
- c. Assure that its employees, subcontractors and agents providing services to student(s) are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that all such personnel shall provide evidence of freedom from tuberculosis for a period within six (6) months prior to the onset of services. CONTRACTOR shall complete and submit to the DISTRICT the Tuberculosis Evaluation Form, appropriate for this purpose.
- d. Within ten (10) business days of hiring the Teacher Assistant Special Circumstance Paraprofessional, provide proof of the following to the DISTRICT Superintendent/designee:
 1. Fingerprinting clearance, as indicated by the date the employee was cleared.
 2. Freedom from tuberculosis for a period within six (6) months prior to the onset of service.
 3. Proof of insurance: Public Liability and Workers' Compensation Insurance.
 4. Proof of license, if applicable.

No services shall begin until the above documents are received by the DISTRICT Superintendent/designee.

3. CONTRACTOR AND DISTRICT responsibilities:

- a. Coordinate location for services.
- b. Coordinate Sign in/Sign out procedures.
- c. Process to notify DISTRICT when CONTRACTOR is unable to perform services.
- d. Coordinate Safety protocol.
- e. Transportation Services will be provided by the District from student's home to CSDR and from CSDR to student's home.

TERM

1. The agreement shall be effective for one (1) year from the first day that services are rendered by the CONTRACTOR until July 31, 2022. The services are for 176 school days each academic calendar year and 15 days during Extended School Year during the months of June and July 2022. The DISTRICT may suspend performance by the CONTRACTOR or terminate this agreement at any time. Either party may provide written notice thirty (30) days to suspend or terminate any further performance of service by the CONTRACTOR.

GENERAL PROVISIONS

1. INSURANCE: CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, Public Liability and Workers' Compensation Insurance.
2. COST: The Total amount to be paid to the CONTRACTOR shall be inclusive of any and all expenses, supplies and materials including salary benefits and overhead costs pursuant to this agreement and shall not exceed \$50,000.00 for services through July 31, 2022. If the student who is receiving such services is absent, the Teacher Assistant Special Circumstance Paraprofessional will receive payment for a minimum of 4 hours and may be placed on another assignment during that time.
3. This Agreement constitutes the entire Agreement between the CONTRACTOR and DISTRICT and supersedes any and all prior or contemporaneous oral or written Agreements. Any changes to this Agreement must be made in writing and shall not be considered binding unless signed by both parties.
4. The CONTRACTOR shall comply with all applicable District, Federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The CONTRACTOR represents and warrants that it does not have any potential, apparent or actual conflict of interest relating in any way to the agreement.
5. This Agreement shall be governed and construed by the Law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. All services shall be provided at the California School for the Deaf, Riverside campus.
6. This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
7. BILLING: Monthly invoices will be submitted by the Contractor to the District no later than the 20th business day for the preceding month's expenditures, with supporting documentation available upon request. The student's name who will be receiving such services will be included for identification purposes. Billing invoices will be sent to:

Alvord Unified School District
9 KPC Parkway
Corona, CA 92879
Attn: Paulina Nwuba, Director III, Special Education

Authorized representatives of the parties have executed this agreement as indicated below.

| DISTRICT Alvord Unified School District | CONTRACTOR California Department of Education |
|---|---|
| BY: | BY: Leisa Maestretti  Digitally signed by Leisa Maestretti Date: 2021.07.26 16:24:15 -07'00' |
| NAME: Sherri Kemp, Ed.D. | NAME: Leisa Maestretti |
| POSITION: Assistant Superintendent, Educational Services | POSITION: Director, Fiscal and Administrative Services Division |
| DATED: | DATED: |
| EMAIL: sherri.kemp@alvordschools.org | Email: LMaestretti@cde.ca.gov |