



## **2020-21 Memorandum of Understanding**

### **1. MASTER CONTRACT**

This Master Contract is entered into between the Newhall School District (the District) and RISE Educational Services (the Contractor) for the purpose of administering on the district's behalf the After School Education and Safety Program (ASES) Grant at **McGrath Elementary School and Newhall Elementary School** in accordance with the Scope of Work (Attachment A), during the 2020-21 school year.

### **2. COMPLIANCE WITH LAWS, STATUTES AND REGULATIONS**

Contractor will comply with all applicable federal, state and local statutes, laws and ordinances, and rules, policies and regulations of the District. Contractor agrees to indemnify the District from liability or loss resulting from the Contractor's failure to comply with District policies.

### **3. DISTRICT AND CONTRACTOR AGREEMENT**

This agreement supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be modified or amended by written document executed by Contractor and District, with the exception of District modifications or amendments made to conform to administrative or statutory guidelines.

### **4. COMPENSATION**

Contractor shall provide all personnel, materials and equipment required to complete, to the satisfaction of the District, all services described in the Statement of Work. The District shall compensate the contractor based on state funding formulas, when the district has been funded by the California Department of Education (CDE).

**Current state funding formula is for \$8.80 per student per day.**

**McGrath Elementary is funded for 84 students, at \$133,170 per school year.**

**Newhall Elementary is funded for 84 students, at \$133,170 per school year.**

**Total state funding for Newhall School District ASES is \$266,340**

**A 5% district indirect cost of \$13,317 will be subtracted from the total amount, leaving a billable amount of \$253,020 to be paid in 10 equal monthly payments.**

The Contractor will provide monthly invoices in the amount of **\$25,302** on or about the following dates:

**September 15, 2020**  
**October 15, 2010**  
**November 15, 2020**  
**December 15, 2020**  
**January 15, 2021**  
**February 15, 2021**  
**March 15, 2021**  
**April 15, 2021**  
**May 15, 2021**  
**June 15, 2021**

Payment shall be contingent upon acceptance of work and approval of invoices by District Coordinator or designee. District will process payment upon receipt and approval, with the provision that the invoice provided by Contractor references the agreement or contract number and itemizes services, dates and payment rates consistent with the terms of agreement. Contractor will provide monthly itemization to the District Coordinator as requested.

## **5. ATTENDANCE**

The Contractor agrees that full payment is contingent upon attendance figures being met. Attendance figures being met is defined as 85% average daily attendance of funded slots (based on CDE definition of "full attendance").

**If the funding unit rate is revised by the California legislature or the CDE, the new funding rate will supersede the above named rate.**

## **6. DEFINITIONS**

The following definitions shall apply for the purposes of this Master Contract:

- A. The term "authorized DISTRICT representative" means a DISTRICT administrator assigned to the After School Education and Safety Program (ASES).
- B. The term "credential" means a valid credential, life diploma, permit, or document in special or general education or student personnel services issued by, or under the jurisdiction of the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentials, which entitles the holder thereof to perform services for which certification

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qualifications are required as defined in Title 5 of the California Code of Regulations, Education Division 8, Commission on Teacher Credentialing, Article 2.

- C. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing after school services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.
- D. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- E. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights in a legally valid manner by the natural or adoptive parent or a court of competent jurisdiction.
- F. The term "days" means calendar days unless otherwise specified.
- G. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

## **7. ADMINISTRATION OF MASTER CONTRACT NOTICES**

All notices provided by this contract shall be in writing.

Notices mailed to DISTRICT  
Shall be addressed to:  
Newhall School District  
Business Department  
25375 Orchard Village Rd, #104  
Santa Clarita, CA 91355

Notices mailed to CONTRACTOR  
shall be addressed to:  
Dr. Francisco Rodriguez  
RISE Educational Services  
16654 Soledad Cyn Road, #249  
Santa Clarita, CA 91387  
(661) 607-1693

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## **8. MAINTENANCE OF RECORDS/CONFIDENTIALITY**

- 8.1 All records shall be maintained by CONTRACTOR as required by stated and federal laws and regulations. In addition, CONTRACTOR shall maintain all records for at least seven (7) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not limited to: student records as defined by California Education Code sections 3061 (b) and 49061 (b); registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of services; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; liability and worker's compensation insurance policies; after school agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and canceled checks.
- 8.2 This Master Contract, all communications and information obtained by CONTRACTOR from DISTRICT relating to this Master Contract, and all information developed by CONTRACTOR under this Master Contract including without limitation all student records and the identity of DISTRICT students being served by CONTRACTOR are confidential. Except as provided in Subsections 8.4 and 8.7, without prior written consent of an authorized representative of DISTRICT, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure, Contractor shall not use any communications or information obtained from DISTRICT for any purpose other the performance of this Master Contract, without DISTRICT'S prior written consent.
- 8.3 At the conclusion of the performance of this Master Contract, CONTRACTOR shall return to DISTRICT all written materials constituting or incorporating any communications or information obtained from DISTRICT. Upon DISTRICT'S specific approval, CONTRACTOR may retain copies of such materials, subject to the requirements of Subsection 8.2.
- 8.4 CONTRACTOR may disclose to any subcontractor, or DISTRICT approved third parties, any information otherwise subject to Subsection 8.2 that is reasonably required for the performance of the subcontractor's written agreement to the requirement of Subsection 8.2 and shall provide a copy of such agreement to DISTRICT.
- 8.5 CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract without prior written approval of DISTRICT.

- 8.6 CONTRACTOR'S obligation of confidence with respect to information submitted or disclosed to CONTRACTOR by DISTRICT hereunder shall survive cancellation, termination, or expiration of this Master Contract.
- 8.7 CONTRACTOR shall maintain DISTRICT student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each DISTRICT 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 49604 and include the name, title and agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the DISTRICT student's record. Such a log may not record access to the DISTRICT student's records by: (a) the DISTRICT student's parent; (b) an individual to whom written consent has been executed by the DISTRICT student's parent; or (c) employees of DISTRICT or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the DISTRICT or CONTRACTOR" do not include subcontractors. CONTRACTOR 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.

## **9. SEVERABILITY CLAUSE/SURVIVAL**

- 9.1 If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.
- 9.2 Sections 7, 8, 9, 10, 11, 14, 21, 37, and 39 shall survive the expiration of the Term or an earlier cancellation or termination of this Master Contract.

## **10. SUCCESS IN INTEREST**

This Master Contract binds CONTRACTOR'S successors and assignees.

## **11. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Los Angeles County, California.

## **12. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between DISTRICT and CONTRACTOR. CONTRACTOR shall provide all services under this Master Contract as an independent CONTRACTOR, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing

contained in this Master Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or affiliates of the parties, or between DISTRICT and any individuals assigned by CONTRACTOR to perform any services for DISTRICT. If DISTRICT is held to be a partner, joint venturer, co-principal, employer or coemployer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless DISTRICT from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by DISTRICT as may result from that holding.

### **13. SUBCONTRACTING**

- 13.1 CONTRACTOR shall provide written notification to DISTRICT before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonable possible. Furthermore, when CONTRACTORS enters into subcontracts for the provision of after school services for DISTRICT students, CONTRACTOR shall cause each subcontract to procure and maintain insurance during the term of each subcontract. The insurance coverage shall be at least as broad as the insurance coverage set forth in section 20A. Each subcontractor shall maintain limits of insurance no less than the limits set forth in section 20B.
- 13.2 For all insurance coverages provided by each subcontractor the following terms apply:
  - A. Any deductibles or self-insured retentions must be declared to an approved by DISTRICT. At its option, DISTRICT may require a subcontractor, at the subcontractor's sole cost, to: (a) cause its insurer to reduce to levels specified by DISTRICT or eliminate such deductibles or self-insured retentions as pertain to DISTRICT, its officials and employees; or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
  - B. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
    1. DISTRICT, its subsidiaries, officials and employees are to be covered as insured in respect to: liability arising out of activities performed by or on behalf of a subcontractor; products and completed operations of a subcontractor, premises owned, occupied or used by a subcontractor, or automobiles owned, hired or borrowed by a subcontractor. The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, subsidiaries, officials and employees.

2. For any claims related to the services performed under this agreement, a subcontractor's insurance coverage shall be primary insurance as it pertains to DISTRICT, its subsidiaries, officials and employees shall be excess of subcontractor's insurance and shall not contribute with it.
  3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to DISTRICT, its subsidiaries, officials and employees.
  4. A subcontractor'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.
  5. Each insurance policy requires by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to DISTRICT.
- C. Insurance is to be placed with insurers admitted buy the State of California and with a current A.M. Best's rating of no less that A:VII, unless otherwise acceptable to DISTRICT.
- D. Each subcontractor shall furnish DISTRICT with original endorsements effecting coverage required by this clause and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by DISTRICT. All endorsements are to be received and approved by DISTRICT before work commences. As an alternative to DISTRICTS forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall references DISTRICT'S contract number.
- 13.3 When CONTRACTOR enters into subcontracts for the provision of transportation services, CONTRACTOR shall ensure that each such subcontract shall require the subcontractor to procure and maintain general; liability and vehicle insurance with limits of at least \$2,000,000 CONTRACTOR shall cause any such subcontract to require that the insurance provided by a subcontractor comply with and contain the terms set forth in subsections A thru D, inclusive, set forth above.

#### **14. PROHIBITED ACTS AND INTERESTS**

- 14.1 CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which

could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-DISTRICT business while on DISTRICT property or time.

- 14.2 CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to DISTRICT prior to entering into this Agreement any and all circumstances existing at such time that pose a potential conflict of interest.
- 14.3 CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer to give, any employee, agent, or representative of DISTRICT any cash or noncash gratuity or payment with a view toward securing any business from DISTRICT or influencing such person with respect to the conditions or performance of any contracts with or orders from the DISTRICT, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every contract between DISTRICT and CONTRACTOR.
- 14.4 As a condition of this Agreement CONTRACTOR agrees to comply with DISTRICT'S Contractor's and Consultant's Code of Conduct.
- 14.5 Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide DISTRICT with all documents or other information reasonably necessary to enable DISTRICT to determine whether or not a conflict of interest existed or exists.
- 14.6 Neither CONTRACTOR nor its employees, nor its subcontractors or their employees, shall give or offer to give any campaign contribution to any member of DISTRICT in violation of Government Code section 84308.
- 14.7 No DISTRICT official or employee, spouse or economic dependent of such official or employee, shall have any direct financial interest in any transaction resulting from this Agreement.
- 14.8 Failure to comply with the provisions of this Section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies DISTRICT may have.

## **15. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national, origin, age, sexual orientation, or disability in employment or operation of its programs.

## **16. REPORTS/MEETINGS**

CONTRACTOR shall complete all reports required by DISTRICT, the State of California, or federal government within 15 business days of its receipt of



notification that a report must be submitted. A CONTRACTOR representative or representatives shall attend all central, site coordinator and staff meetings and trainings as mandated by the DISTRICT.

## **TERM AND TERMINATION**

### **17. TERM OF MASTER CONTRACT**

The terms of the Master Contract are for 180 school days, commencing with the first day of student attendance in the 2020-2021 school year. Terms can be renewed and revised upon mutual agreement of the DISTRICT and CONTRACTOR.

### **18. TERMINATION FOR CONVENIENCE**

18.1 DISTRICT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, for DISTRICT'S convenience. MasterUpon receipt of such notice, CONTRACTOR shall:

- A. Immediately discontinue all services affected (unless the notices directs otherwise); and
- B. Deliver to DISTRICT all information and material as may have been involved in the provision of services whether provided by DISTRICT or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process. Termination of this Master Contract shall be as of the date of receipt by CONTRACTOR of such notice.

18.2 If the termination is for the convenience of DISTRICT, CONTRACTOR shall submit a final invoice within 30 days of termination and DISTRICT shall pay CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract.

18.3 CONTRACTOR shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

### **19. TERMINATION FOR DEFAULT**

19.1 DISTRICT may, by written notice to CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and following a

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reasonable opportunity to cure. Upon receipt of such notice, CONTRACTOR shall:

- A. Immediately discontinue all services affected (unless the notice directs otherwise) and
  - B. Deliver to DISTRICT all information and material as may have been involved in the provision of services whether provided by DISTRICT or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process. Termination of this Master Contract shall be as of the date of receipt by CONTRACTOR of such notice.
- 19.2 If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, DISTRICT may take over the services, and complete the services by contract or otherwise. In such case, CONTRACTOR shall be liable to DISTRICT for any reasonable costs or damages occasioned to DISTRICT thereby. The reasonable expense of completing the services, or any other costs or damages otherwise resulting from the failure of CONTRACTOR to fulfill its obligations will be charged to CONTRACTOR and will be deducted by DISTRICT out of such payments as may be due to CONTRACTOR.
- 19.3 If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of DISTRICT. In such event, adjustment shall be made as provided in the prior section, Termination for Convenience.
- 19.4 CONTRACTOR shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of DISTRICT provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

## **INSURANCE/INDEMNIFICATION**

### **20. INSURANCE**

CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damage to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Insurance Service Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto)
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. General Liability: \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000.00).
2. Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.

C. CONTRACTOR will provide supplemental medical injury insurance for program students injured during after school program activities. The maximum medical pay per student injury is \$10,000. Contractor's insurance will take effect after student's health insurance and district's supplemental insurance have been expended.

For all insurance coverage procured by CONTRACTOR, the following terms apply:

D. Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. At its option, DISTRICT may require CONTRACTOR, at CONTRACTOR'S sole cost, to: (a) cause its insurer to reduce to levels specified by DISTRICT or eliminate such deductibles or self-insured retentions as respects to DISTRICT, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. DISTRICT and the Board of Education, its subsidiaries, officials and employees are to be covered as insured in respect to: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special

limitations on the scope of protection afforded to DISTRICT and the Board of Education, its subsidiaries, officials and employees.

2. For any claims related to the services, CONTRACTOR'S insurance coverage shall be primary insurance in respect to DISTRICT, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by DISTRICT, its subsidiaries, officials and employees shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
  3. Any failure to comply with reporting or other provisions of the policies including breached of warranties shall not affect coverage provided to DISTRICT, its subsidiaries, officials and employees.
  4. CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by withdrawal, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT.
- F. Insurance is to be placed with insurers admitted by the State of California and with an A minus (A-), VII, or better rating from A.M. Best.
- G. CONTRACTOR shall furnish DISTRICT with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by DISTRICT. All endorsements are to be received and approved by DISTRICT before work insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the contract number on the certificate.

## **21. INDEMNIFICATION AND HOLD HARMLESS**

Contractor shall indemnify and hold DISTRICT and its Board Members, administrators, employees, agents, attorneys, and subcontractors (DISTRICT Indemnities) harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of CONTRACTOR, including without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding DISTRICT and DISTRICT Indemnities).

## **EDUCATIONAL PROGRAM**

### **22. APPROPRIATE AFTER SCHOOL SERVICES**

Unless otherwise agreed to in writing between CONTRACTOR and DISTRICT, CONTRACTOR shall be responsible for the provision of all appropriate personnel, supplies, equipment, or facilities to provide all after school services described in **Scope of Work (Attachment A)**, which is attached hereto and made a part hereof. CONTRACTOR shall make no charge of any kind to parents for after school services as specified in **Attachment A**.

### **23. AFTER SCHOOL PROGRAM**

CONTRACTOR'S after school program shall be described in **Scope of Work (Attachment A)**. CONTRACTOR must receive DISTRICT'S approval of CONTRACTOR'S after school program before participation of DISTRICT students in CONTRACTOR'S program. The Newhall School District will collaborate with CONTRACTOR to develop performance objectives and program expectations for the after school program.

### **24. CALENDARS**

CONTRACTOR shall be provided with a DISTRICT-developed/approved calendar. CONTRACTOR shall provide services pursuant to the DISTRICT developed/approved calendar. CONTRACTOR shall bill only for services provided on billable days.

### **25. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of DISTRICT students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 1206.9 (a), and any other policies required by law. CONTRACTOR shall provide documentation of these procedures to the Keppel Union School District prior to the effective date of this Master Contract.

### **26. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parent access to DISTRICT students and all facilities including, but not limited to, the instructional setting, recreational activity areas and meeting rooms.

## **27. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES**

If CONTRACTOR provides services on DISTRICT public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et seq.*, and DISTRICT procedures regarding visitors to school campuses specified by the Keppel Union School District, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies necessary to implement the provision of services on DISTRICT public school campuses.

## **28. MONITORING**

- 28.1 CONTRACTOR shall allow access by DISTRICT to its facilities for periodic monitoring. District shall have access to observe each DISTRICT student at work, observe the instructional setting, interview CONTRACTOR, and review each DISTRICT student's records and progress. Such access shall include unannounced monitoring visits.
- 28.2 CONTRACTOR shall participate in an annual review process as deemed appropriate by DISTRICT. This review will address, among other things, programmatic aspects of the CONTRACTOR, compliance with relevant state and federal regulations, assessments of DISTRICT students, DISTRICT student achievements growth, and Master Contract compliance.
- 28.3 CONTRACTOR shall participate in any reviews, including without limitation, self reviews as required by law.
- 28.4 CONTRACTOR understands that DISTRICT reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety, curriculum/instruction; related services; and contractual, legal, and procedural compliance.

## **PERSONNEL**

### **29. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have limited contact with DISTRICT students, prior to service with any DISTRICT student. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have limited contact with DISTRICT students, shall not come in contact with DISTRICT students until CDOJ and FBI clearance are ascertained.

CONTRACTOR shall certify in writing to DISTRICT that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have limited contact with DISTRICT students, who may come into contact with DISTRICT students who have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the Newhall School District pursuant to the requirements of the Newhall School District. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2.

### **30. STAFF QUALIFICATIONS**

- 30.1 CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified in the area in which the individuals are providing after school services, and/or individualized instruction.
- 30.2 CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the license to provide the specific service, or possess a credential authorizing the service or is otherwise qualified to provide the service.

### **31. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

- 31.1 Before the start of service, CONTRACTOR shall make available to DISTRICT, at DISTRICT'S request, a staff list, and all current licenses, credentials, permits and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide after school services held by individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall ensure that all credentials are on file at the California Commission on Teacher Credentialing (CCTC). CONTRACTOR shall, in a manner specified by the Newhall School District, notify DISTRICT in writing within five (5) school days when personnel changes occur which may affect the provision of after school services to DISTRICT students.
- 31.2 CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to DISTRICT updated information regarding the statuses of licenses, credentials, permits and/or other documents at DISTRICT'S request.

## **HEALTH AND SAFETY MANDATES**

### **32. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and DISTRICT laws, regulations, ordinances, policies, and procedures regarding student health and safety.

### **33. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit accident or incident reports pursuant to the procedures specified by the Keppel Union School District.

### **34. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees that all staff members, including volunteers, are familiar with and agree to its child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adhere to such reporting shall be submitted to the Newhall School District at DISTRICT'S request. CONTRACTOR must develop and/or maintain a written child abuse reporting procedure.

### **35. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the Newhall School District at DISTRICT'S request.

## **FINANCIAL**

### **36. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

- 36.1 CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Newhall School District.
- 36.2 CONTRACTOR shall maintain daily registers for each site served by CONTRACTOR that identifies each DISTRICT student served by CONTRACTOR. Original daily registers shall be completed and signed by relevant CONTRACTOR'S site supervisor and shall be available for review, inspection, or audit by DISTRICT during the Term and for a period of seven (7) years thereafter. CONTRACTOR shall verify the accuracy of minutes reported attendance that is the basis of services



being billed for payment. CONTRACTOR shall provide an overall accounting of DISTRICT student attendance for quarterly reports.

- 36.3 CONTRACTOR shall submit invoices and related documents to DISTRICT for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by DISTRICT. Invoices shall be submitted quarterly. DISTRICT shall make payment to CONTRACTOR as a direct grant as distribution of funds is allowed per ASES funding schedule as specified in this Master Contract. Payment shall be made to CONTRACTOR within forty-five (45) days after DISTRICT'S receipt of invoices prepared and submitted as specified by the Newhall School District. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by DISTRICT. DISTRICT shall pay properly submitted re-billing invoices no later than ninety (90) days after the date a completely corrected re-billing invoice is received by DISTRICT.

### **37. RIGHT TO WITHHOLD PAYMENT**

- 37.1 DISTRICT may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract and/or SLP; (b) CONTRACTOR was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (c) after school services are provided to DISTRICT students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; or (d) CONTRACTOR receives payment from another agency or funding for a service provided to a DISTRICT student.
- 37.2 If the basis for the withholding is subsection(s) (a) and/or (b), DISTRICT may only withhold the value of service CONTRACTOR failed to perform or the amount of over payment. If the basis for the withholding is subsection (c), DISTRICT may only withhold payment for services provided by the individual. If the basis for the withholding is subsection (d), DISTRICT may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the DISTRICT student.

### **38. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify DISTRICT when any other agency is billed for the costs associated with the provision of after school services to DISTRICT students. Upon request, CONTRACTOR shall provide to DISTRICT any and all documentation regarding reports, billing, and/or payment by any agency for

the costs associated with the provision of after school services to DISTRICT students.

### **39. INSPECTION AND AUDIT**

- 39.1 CONTRACTOR shall maintain and DISTRICT shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Master Contract.
- 39.2 CONTRACTOR shall provide access to all records including, but not limited to: student records as defined by California Education Code section 49061 (b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; daily service logs and documents used to record the provision of services provided; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and worker's compensation insurance policies; certifications; statements of income and expenses; general journals; cash receipts and disbursements books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941 /DE3DP); and bank statements and canceled checks. Such access shall include unannounced inspections by DISTRICT. CONTRACTOR shall make available to DISTRICT all budgetary information including operating budgets submitted by CONTRACTOR to DISTRICT for the relevant contract period being audited.
- 39.3 CONTRACTOR shall make said evidence and documents available at the office of DISTRICT or CONTRACTOR'S offices (to be specified by DISTRICT) at all reasonable times and without charge. Said evidence/documents shall be provided to DISTRICT within five (5) working days of a written request from DISTRICT. CONTRACTOR shall, at no cost to DISTRICT, provide assistance for such examination or audit. DISTRICT'S rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form it shall be provided in a format that is accessible and readable by current software by DISTRICT.
- 39.4 CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to DISTRICT upon request by DISTRICT.
- 39.5 If an inspection, review, or audit by DISTRICT, a state agency, a federal agency, and/or independent agency/firm determines that

CONTRACTOR owes DISTRICT monies as a result of CONTRACTOR'S overbilling or failure to perform, in whole or in part, any of its obligations under this Master Contract, DISTRICT shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and DISTRICT otherwise agree in writing, CONTRACTOR shall pay to district the full amount owed as result of CONTRACTOR'S overbilling and/or failure to perform, in whole or in part, any of it's obligations under this Master Contract, as determined by an inspection, review, or audit by DISTRICT, a state agency, a federal agency, and/or independent agency/firm. CONTRACTOR shall make such payment to DISTRICT within thirty (30) days of receipt of DISTRICT'S written notice demanding payment.

#### **40. BUDGET CONTINGENCY**


- 40.1 It is mutually agreed that if the current year budget and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program; this Agreement shall be of no further force and effect. In this event, the DISTRICT shall have no liability to pay any funds to the CONTRACTOR or furnish any other considerations under this Agreement, and the CONTRACTOR shall not be obliged to perform any provisions of this Agreement.
- 40.2 If funding for any fiscal year is reduced or terminated by the Board of Education for purposes of this Agreement, the DISTRICT shall have the option to either cancel this Agreement with no liability occurring to the DISTRICT, or offer an amendment to this Agreement to CONTRACTOR to reflect the reduced amount.

#### **41. GRANT FUNDING**

CONTRACTOR acknowledges that DISTRICT'S payments to CONTRACTOR are specifically conditioned upon the DISTRICT'S receipt of such grant funding from the After-School Education and Safety Program. If DISTRICT'S receipt of such grant funding is delayed, the DISTRICT reserves the right to suspend payments to CONTRACTOR until such time as grant funding resumes. If such grant funding terminates, the DISTRICT has no obligation to continue payments, other than for completed work, to CONTRACTOR and the term of this Agreement terminates immediately. Likewise, the CONTRACTOR may suspend performance as we suspend payment. If payment is suspended, the DISTRICT is not liable to make any payments to the CONTRACTOR except to the extent that the grant funds are available to fund this Agreement. In the event the DISTRICT suspends or terminates payment, CONTRACTOR shall likewise terminate performance.

IN WITNESS HEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

-CONTRACTOR-  
**RISE EDUCATIONAL SERVICES**

By:  6/8/20  
Signature Date

Francisco Rodriguez

RISE President

-DISTRICT-  
**NEWHALL SCHOOL DISTRICT**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and title of authorized representative

## ATTACHMENT A

**ASES Scope of Work****General Agreement:**

This agreement is entered into between Newhall School District and RISE Educational Services for the purpose of providing after school services through the ASES Grant at McGrath Elementary School and Newhall Elementary School. It is recognized that the purpose of this agreement shall be consistent with California Education Code and other laws of the State of California.

**Program Design and Services:**

RISE will operate the ASES grant on behalf of the District in a manner consistent with the regular school operation, including adherence to the district's Uniform Complaint Procedure.

RISE will provide after school homework assistance in grade level appropriate groups.

RISE will also provide enrichment opportunities and fitness and recreational activities to students from the end of the school day until 6:00 five days per week, including shortened and minimum days.

Sample schedule:

**Monday-Thursday**

2:55 – 3:20	Sign In/ Super Snack
3:20- 4:05	Homework
4:05- 4:25	Recess
4:25- 4:55	Fitness/Sports
4:55- 5:30	Art/Enrichment Rotations
5:30- 5:55	Indoor Games
6:00	Dismissal

**Friday**

12:15- 1:15	Homework/Technology
1:20- 1:30	Student of the week assembly
1:30- 1:45	Super Snack
1:45- 2:05	Recess
2:05- 2:55	Fitness/Sports
3:00- 5:00	Enrichment Rotations
5:00- 5:20	Snack
5:20- 5:50	Fun Friday
6:00	Dismissal

Sample Enrichment and Fitness Opportunities at both sites (alternated between the schools in 4-6 week rotations) include:

- Spanish, Mandarin, American Sign Language
- Basketball, Soccer, Mileage Club
- Drama, Art
- Engineering Challenge, Nutrition

The RISE staff assigned to McGrath and Newhall Elementary Schools will consist of a Program Manager and Assistant Program Manager who will work closely with the site administration, as well as a **Site Coordinator** and **3-5 Program Instructors** for each site, hired using a process similar to that of the district process in hiring instructional assistants. In addition, RISE will employ a **bilingual parent liaison**, whose primary purpose will be to bridge any program-family communication needs.

#### **Program Delivery:**

The After School program will be administered every day school is in session, unless unforeseen circumstances take precedence (e.g. safety or inclement weather, building issues).

The CDE permits up to 3 days per school year as non-attendance days for the purpose of professional development. If these days are offered, RISE will work with school administrators to minimize the impact of the non-attendance days.

Groups will be no greater than 20, with an student to adult ratio of 18 to 1.

#### **Staffing Requirement:**

All RISE staff will be trained in a manner consistent with the requirements of the position for which they are hired. RISE will be solely responsible for the staff under its employ and will adequately supervise said staff and volunteers.

#### **Program Evaluation:**

Newhall SD may hire an outside evaluation firm to ensure program outcomes are met in accordance to state guidelines.