

SAN MATEO UNION HIGH SCHOOL DISTRICT

Approval of Consulting Agreements, Contracts, Invoices and Purchase Orders  
Special Education Under \$25,000

Submitted to the Board of Trustees on 1/20/2022

<b>Requestor Name</b>	<b>Contract</b>	<b>Amount</b>	<b>Funding Source</b>
Special Education	Transstar Sedan Service	\$22,950.00	General Fund-Special Education
Special Education	SPED Settlement	\$1,500.00	General Fund - SPED
Special Education	Shelly Davis/LEAP	\$2,250.00	General Fund-Special Education
		<b>Total</b>	<b>\$26,700.00</b>

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 12/03/2021

From: Special Education

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Site(s) or Department: Special Education

Special Education

Number of Quotes: 0

Vendor/Contractor: Transstar Sedan Service

Reason for proposal:

To pay for a student's transportation to and from school per IEP.

Certificate of Insurance: United Speciality Insurance Company

Contract Amount: \$22,950.00

Funding Source: General Fund-Special Education

Approved by:

Amber Vigil

12/03/2021

Stephanie Quezalez

12/03/2021

Personnel who oversees Site/Department budget

Vanessa Castano

12/06/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

12/06/2021

Director of Budget and Fiscal Services

**San Mateo Union SCHOOL DISTRICT  
AGREEMENT WITH INDEPENDENT CONTRACTOR**

**Contractor Name and Address ("Contractor"):**

Transstar Sedan and Limousine Service  
P.O. Box 601  
South San Francisco, CA 94080  
(650) 225-9000

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

San Mateo Union School District  
Attention: Special Education Dept.  
650 N. Delaware Street  
San Mateo, CA 94401

It is agreed between the San Mateo Union School District ("District"), and Contractor as follows:

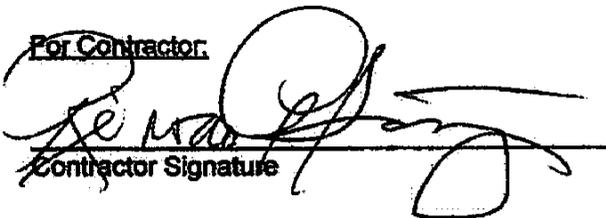
1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for the District in accordance with the terms, conditions, and specifications set forth herein, in Exhibit A, and Attachment 1 – Fingerprint and Criminal Background Check Certification, attached hereto.
2. **Contract Term.** The term of this Agreement shall be from ~~September 27, 2021~~ to [ May 26, 2022 ], unless terminated earlier by the District.
3. **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, the District shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the District at the time of contract termination. The District reserves the right to withhold payment if the District determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed [Twenty two thousand nine hundred and fifty] dollars (\$22,950.00).
4. **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 the District and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of District employees.
5. **Workers' Compensation Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance 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.
6. **Other Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Further, Contractor agrees to maintain comprehensive general liability insurance with no exclusion for molestation or abuse, as indicated below and throughout the course of this Agreement. Such insurance shall be combined single limit bodily injury and property damage liability for \$1,000,000 (to be checked if the amount is specified below):
  - Motor Vehicle Liability Insurance .... \$1,000,000 (to be checked if motor vehicle used in performing services)
  - Professional Liability ..... \$1,000,000 (to be checked if Contractor is a licensed professional)
7. **Hold Harmless.** Contractor agrees to indemnify and defend the District and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.
8. **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 the District. All financial, statistical, personal, technical, and other data and information relating to the District'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 the District 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.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the District, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the District the option to terminate this Agreement without notice.
10. **Termination of Agreement.** The District's Superintendent may, at any time after execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the District 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 the District and shall be promptly delivered to the District. 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. The District 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 District 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 the District 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 the District, 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. 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. This Agreement constitutes the entire Agreement between the District and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during Contractor's performance under this Agreement.
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.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

  
Contractor Signature

11/30/21  
Date

RICARDO SANTIBANO  
Contractor Name (please print)

For the District:

  
Holly Wade, Ph.D., Director of Special Education  
San Mateo Union High School District

12/1/21  
Date

  
Kevin Skelly, Ph.D., Superintendent  
San Mateo Union High School District

**Exhibit A**

**Agreement between the San Mateo Union School District and Transstar Sedan and Limousine Services**

**1. 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: Round Trip Transportation for student [REDACTED] to and from home and Aragon High School.

**2. Amount and Method of Payment**

In consideration of the services provided by Contractor pursuant to Section 1, Transportation, and subject to the terms of the Agreement, the District shall pay Contractor based on the following schedule and terms: The District will pay for completed trips on days that the student is in attendance at Aragon High School.



**CERTIFICATE OF LIABILITY INSURANCE**

DATE 08/19/21  
08/19/21

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

<b>PRODUCER</b> CESAR S GERARDO DAS BROKERS INC 28128 Eden Landing Road Ste 6 Hayward, CA 94545 8844093	<b>AGENT</b> RICARDO P SANTIAGO Phone No. (650)342-4303 FAX No. (650)342-4271 Email Address: car@cesardas.com Address: cesardas.com
<b>INSURED</b> TRANSTAR SEDAN & LIMOUSINE SERVICE RICARDO P SANTIAGO & SUSAN A SANTIAGO IN 218 SHAW ROAD, 14A SOUTH SAN FRANCISCO, CA 94080	INSURER A: UNITED SPECIALTY INSURANCE CO. TAG # 12537 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	REVISION	LIMITS
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR (ONLY AGGREGATE LIMIT APPLIES PER POLICY) <input type="checkbox"/> PER <input type="checkbox"/> AGG <input type="checkbox"/> LOC OTHER:				EACH OCCURRENCE - \$ DAMAGE TO RENTED PROPERTY (R.P.) \$ MED EXP (Act and period) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP ACC \$ OTHER \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTO ONLY <input type="checkbox"/> HIRED AUTO ONLY <input checked="" type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> NON-OWNED AUTO ONLY	UTO-CA-9900779	07/08/21	07/08/22	COMBINED SINGLE LIMIT (CSL) \$ 750,000 BODILY INJURY (BI) (per person) \$ BODILY INJURY (BI) (per accident) \$ PROPERTY DAMAGE (PD) (per occurrence) \$ OTHER \$
UMBRELLA LIMIT <input type="checkbox"/> EXCESS LIMIT <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
(EXCESS COMPENSATION AND EMPLOYER LIABILITY) ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in WA) If not, describe type of description of operations below				B.I. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if extra space is required)

LIMOUSINE OPERATIONS: PER VEHICLE SCHEDULE ON FILE WITH INSURANCE COMPANY

<b>CERTIFICATE HOLDER</b> SAN MATEO UNION HIGH SCHOOL DISTRICT 640 DELAWARE STREET SAN MATEO, CA 94401	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**SAN MATEO UNION HIGH SCHOOL DISTRICT**

**Approval of Transstar**

Student	Vendor	Scope of Service	# of Times per wk/mo/yr,Duration; or IEP; or as needed	Hourly Rate	Daily Rate	Monthly Rate	Weekly Max	Monthly Max (sessions)	Yearly Max	Cost per Session	Maximum or Estimated Number of Session	Other	Contract Total
	Transstar	Transportation Services	153 days at \$150/day		\$ 150.00						153		\$22,950
												Total:	\$22,950.00

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 12/10/2021

From: Special Education

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Site(s) or Department: Special Education

Number of Quotes: 1

Vendor/Contractor: SPED Settlement

Reason for proposal:

To reimburse families as stated in the settlement.  
Board approved 12/9/21

Certificate of Insurance: n/a

Contract Amount: \$1,500.00

Funding Source: General Fund - SPED

Approved by:

Sonia Gill 12/10/2021 Stephanie Quezalez 12/10/2021

Personnel who oversees Site/Department budget

Vanessa Castano 12/14/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 12/14/2021

Director of Budget and Fiscal Services

## AGREEMENT

██████████ and San Mateo Union High  
School District

This Agreement ("Agreement") is between ██████████ ("Parent"), on behalf of herself and her son ██████████ ("Student") and the SAN MATEO UNION HIGH SCHOOL DISTRICT ("District") (hereafter collectively referred to as "Parties").

### I. Nature and Status of Dispute

Student is a high school student who was assessed by the District and found eligible for special education, specifically for Deaf and Hard of Hearing (DHH) Consultation Services. The purpose of this Agreement is to resolve issues with respect to the DHH services the student requires as indicated in their current IEP.

### II. Actions to Resolve Dispute

- A. The District will reimburse Parent for the cost of the DHH Consultation services, 45 minutes a month, at an hourly rate of \$125.00 in an amount not to exceed \$1500 for the 2021-22 school year. Reimbursement shall be paid to the Parent within 30 school days after receipt by the District of appropriate documentation, which shall include invoices marked "Paid," together with proof of payment.
- B. The District and Parent have identified a mutually agreed upon provider to continue to consult with Student for the 21-22 school year.

### III. General Release and Discharge

Parent/Student and District hereby fully release each other, including but not limited to, its past and present officials, employees, successors, predecessors, assigns, agents, attorneys, consultants, affiliates, and representatives from all claims, damages liabilities, rights and complaints of whatever kind or nature arising from or related to the District's ability to provide DHH services through the end of the 2021-22 school year.

This release and discharge precludes Parent/Student and the District, and anyone acting on behalf of each Party, from hereafter initiating or maintaining any actions or proceedings against the other Party, other than proceedings to enforce this Agreement, arising from or related to the District's capacity to provide DHH services. This release and discharge applies to any action or proceeding based on any state or federal statute, regulation, case decision, tort or common law, including but not limited to the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973.

### IV. Unknown Claims

Parent and Student waive the application of California Civil Code section 1542 as it applies to issues related to Student's educational program and services.

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

III. Advice of Attorney or Other Representative

The Parties warrant and represent that, in executing this Agreement, they have had the opportunity to seek advice from the attorney or other representative of their choice and that they fully understand the terms of this Agreement. They further acknowledge and represent that, in executing this Agreement, they have not relied on any inducements, promises, or representations other than those stated in this Agreement.

IV. Conditions of Execution

Each party to this Agreement acknowledges and warrants that the party's execution of this Agreement is free and voluntary.

V. Execution of Other Documents

Each party to this Agreement shall cooperate fully in the execution of any and all other documents and 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.

VI. Nonadmission of Liability

This Agreement is not, and shall not be construed as, an admission of liability, fault or wrongdoing of any kind by Parents, Student and/or the District. No party shall be deemed the "prevailing party."

VII. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the Parties. There are no oral understandings, terms, or conditions, and none of the Parties have relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all Parties.

X. Mediated Settlement Agreement.

The Parties agree that this Agreement was reached through the mediation process as per 20 U.S.C. § 1415(e) (2)(F), that all discussions that occurred during the mediation process shall be confidential and may not be used as evidence in any subsequent due process hearing or civil

proceeding, and that this Agreement is enforceable in any State court of competent jurisdiction or in a district court of the United States.

VIII. Effective Date

This Agreement shall be effective immediately upon execution by the Parties and approval by the District's governing board.

IX. Governing Law

This Agreement is entered into, and shall be construed and interpreted in accordance with, the laws of the State of California and the United States.

X. Severability

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that determination shall not invalidate or render unenforceable any other provision of this Agreement.

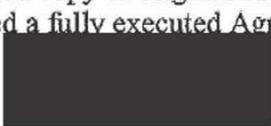
XI. Implementation and Confidentiality

By their signatures, the Parties acknowledge that they will carry out the terms of this Agreement, which shall be maintained as a confidential document by all parties except as required by law. However, for purposes of implementation and enforcement of the Agreement, the Parties mutually consent to disclosure and admissibility of this Agreement.

XII. Signatures in Counterparts

This Agreement may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement.

Date:



Date:

11/17/21

Holly Wade, Director of Special Education  
San Mateo Union High School District

Date:

12/9/2021

Kevin Skelly, Superintendent  
San Mateo Union High School District

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 12/10/2021

From: Special Education

---

Site(s) or Department: Special Education

Special Education

Number of Quotes: 0

Vendor/Contractor: Shelly Davis/LEAP

Reason for proposal:

For the 2021-2022 school year, LEAP will provide programmatic consultation and positive behavioral supports related to the Bay Academy and Bay University programs.

Certificate of Insurance: United States Liability Insurance Company

Contract Amount: \$2,250.00

Funding Source: General Fund-Special Education

Approved by:

Amber Vigil

12/10/2021

Stephanie Quezalez

12/14/2021

Personnel who oversees Site/Department budget

Vanessa Castano

12/15/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

12/15/2021

Director of Budget and Fiscal Services

San Mateo Union High **SCHOOL DISTRICT**  
**AGREEMENT WITH INDEPENDENT CONTRACTOR**

**Contractor Name and Address ("Contractor"):**

Shelley Davis \_\_\_\_\_

1409-Z Hollenbeck Ave # 110 \_\_\_\_\_

[CONTRACTOR'S ADDRESS] Sunnyvale, CA 94087

[CONTRACTOR'S PHONE NUMBER] (415) 385-1157

It is agreed between the San Mateo Union High School District ("District"), and Contractor as follows:

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

San Mateo Union High School District  
 Attention: Business Office  
 [ADDRESS]  
 [ADDRESS]

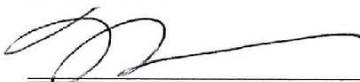
1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for the District in accordance with the terms, conditions, and specifications set forth herein, in Exhibit A, and Attachment 1 – Fingerprint and Criminal Background Check Certification, attached hereto.
2. **Contract Term.** The term of this Agreement shall be from [ 11/1/2021 ], to [ 6/30/22 ], unless terminated earlier by the District.
3. **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, the District shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the District at the time of contract termination. The District reserves the right to withhold payment if the District determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed [two thousand two hundred fifty dollars] (\$ 2,250.00).
4. **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 the District and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of District employees.
5. **Workers' Compensation Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance 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.
6. **Other Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Further, Contractor agrees to maintain comprehensive general liability insurance with no exclusion for molestation or abuse, as indicated below and throughout the course of this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:
  - Comprehensive General Liability .... \$1,000,000 (applies to all agreements; no exclusion for molestation or abuse)
  - Motor Vehicle Liability Insurance .... \$1,000,000 (to be checked if motor vehicle used in performing services)
  - Professional Liability..... \$1,000,000 (to be checked if Contractor is a licensed professional)
7. **Hold Harmless.** Contractor agrees to indemnify and defend the District and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.
8. **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 the District. All financial, statistical, personal, technical, and other data and information relating to the District'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 the District 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.

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- 12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the District 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 the District, 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. 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. This Agreement constitutes the entire Agreement between the District and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during Contractor's performance under this Agreement.
- 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.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:



Contractor Signature

10/20/21

Date

Shelley Davis

Contractor Name (please print)

For the District:



Director of Special Education

11/3/21

[NAME], Superintendent  
School District

Date



AH 1551376F

Renewal of Number

\*\*\* RENEWAL CERTIFICATE \*\*\*

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

POLICY DECLARATIONS

No. AH 1551376G

NAMED INSURED AND ADDRESS:

SHELLEY DAVIS  
LEAP  
1669-2 HOLLENBECK AVENUE  
SUITE 110  
SUNNYVALE, CA 94087

POLICY PERIOD: (MO. DAY YR.) From: 12/15/2020 To: 12/15/2021

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS:

BUSINESS DESCRIPTION: Behavioral Consultant

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER AH 1551376F IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

	PREMIUM
Commercial Liability Coverage Part	\$225.00
Professional Liability Coverage Part	\$575.00
<b>TOTAL:</b>	<b>\$800.00</b>

BROKER FEE: \$150

TAXES: N/A

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

**See Endorsement EOD (1/95)**

Agent: BURNS & WILCOX / R K & S (SAN FRANCISCO) (72)  
101 California Street, Suite 975  
San Francisco, CA 94111

Issued: 11/06/2020 12:39 PM

Broker:

By:   
Authorized Representative

UPC (08-07)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE.

No. AH 1551376G

Effective Date: 12/15/2020

12:01 AM STANDARD TIME

**Professional Liability**

LIMITS OF LIABILITY:	\$1,000,000	EACH CLAIM
	\$3,000,000	ANNUAL AGGREGATE
DEDUCTIBLE:	\$0	EACH CLAIM
PREMIUM:	\$425	
RETROACTIVE DATE:	12/15/2006	

**Defense for Allegations of Patient Molestation**

LIMITS OF LIABILITY:	\$100,000	EACH CLAIM *
	\$300,000	ANNUAL AGGREGATE *
RETENTION:	\$0	EACH CLAIM
PREMIUM:	\$100	
RETROACTIVE DATE:	12/15/2006	

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

**See Endorsement EOD (01/95)**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

