

**AGREEMENT BY AND BETWEEN
THE MEMBER LOCAL EDUCATION AGENCIES OF THE
EAST SAN GABRIEL VALLEY SPECIAL EDUCATION LOCAL PLAN AREA
REGARDING ADMINISTRATION OF THE LOCAL PLAN**

This Agreement for Special Education Local Plan Administration ("Agreement") is made and entered into by and between the sixteen (16) undersigned local educational agencies ("LEA") which cover the service area known as the East San Gabriel Valley Special Education Local Plan Area (collectively, hereinafter referred to as "ESGV-SELPA"). Each participating LEA in the ESGV-SELPA may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Article 1. BASIS OF CONTRACT

- 1.1 The Parties are each signatories to the current Local Plan for the education of all individuals with disabilities residing in the member school districts or enrolled in the member charter schools in the ESGV-SELPA, as applicable ("Local Plan"). The Local Plan is incorporated herein by reference, and sets forth and governs the Parties' systematic plan for the identification and delivery of special education and related services to individuals with exceptional needs (as defined in Education Code Section 56026), as specified in the Local Plan and in accordance with the requirements of Education Code Sections 56205 and 56300 *et seq.*
- 1.2 The Superintendents' Council is comprised of the Superintendents, or Superintendent equivalent, from each of the Parties. The Local Plan establishes the Superintendents' Council to provide a governance structure for administration of the Local Plan as required by Education Code section 51595.1, subsection (b). Each member LEA's governing board shall have authority over the programs it directly maintains pursuant to Education Code section 51595.5, consistent with the Local Plan.
- 1.3 The Parties enter into this Agreement in accordance with Education Code Sections 56195.1 and 56195.7, to designate a responsible local agency ("RLA"), also referred to herein as the "Administrative Unit" ("AU"), to perform administrative functions required by the Local Plan, and as further specified herein.
- 1.4 The AU shall be designated in the Local Plan, Section B. As of the signing of this Agreement, Covina-Valley Unified School District ("C-VUSD") serves as the AU consistent with Section B, subsection 8 of the Local Plan. The AU shall perform functions, including but not limited to authorizing the receipt and distribution of special education funds, providing administrative support, and coordinating the implementation of various functions and activities specified in the Local Plan, pursuant to Sections 56030 and 56195.1 of the Education Code and in accordance with this Agreement.
- 1.5 Notwithstanding the responsibilities of the AU set forth herein, the Superintendents' Council in accordance with the Local Plan may authorize, approve or designate any Party to act as the RLA to perform any services required by the Local Plan. Nothing in this Agreement shall be construed to limit the authority or responsibility of any participating LEA to perform administrative functions required by the Local Plan, other than those services the Parties expressly agree shall be performed by the AU herein.

- 1.6 This Agreement does not constitute, nor shall it be construed as, a system for determining the responsibility of participating LEAs for the education of each individual student with a disability residing in the geographical service area covered by the Local Plan under Section 56195.1 of the Education Code.

Article 2. TERM

This Agreement is effective July 1, 2024 through June 30, 2027 ("Term"). The Agreement may be amended, including but not limited to the extension of the Term, only by mutual written consent of the Parties through an instrument that evidences intent to modify this Agreement. The Agreement may be amended, if required, to reflect any changes in law applicable to special education programs operated hereunder, changes in financial arrangements and/or ESGV-SELPA membership or governance structure, and other such items.

Article 3. ADMINISTRATION OF LOCAL PLAN

- 3.1 Responsibilities of the Administrative Unit. In exchange for the compensation outlined in Section 3.2, Parties authorize and the AU agrees to perform the following duties:
 - 3.1.1 In accordance with the provisions of Education Code Sections 56195 (2024), 56205(a)(12)(D)(ii)(II) (2024), and 56836 *et seq.* (2024), the AU shall receive and distribute State special education and relevant federal funds to accounts exclusively designated for SELPA use.
 - 3.1.2 The AU shall receive and distribute any funds for the operation of special education programs to LEA accounts consistent with the needs identified by the Superintendents' Council in the approved budget for administration and implementation of the Local Plan, and/or the allocation plan approved by the Superintendents' Council in accordance with Education Code section 56205, subsection (b)(1).
 - 3.1.3 The AU shall not access funds designated for administration and implementation of the Local Plan or accounts for transfer, payment, deduction, or any other activity without prior written authorization from the ESGV-SELPA Executive Director. In the event the ESGV-SELPA Executive Director is unavailable, prior written approval by two (2) Assistant Superintendents of Business and/or Chief Business Officers of participating LEAs within the ESGV-SELPA shall be required to authorize the release of funds.
 - 3.1.4 The AU shall provide administrative support and coordination of the implementation of the Local Plan, including but not limited to dedicating staff from the human resources, technology services, purchasing, reprographics, maintenance/operations and fiscal services departments to support the operations of the Local Plan administration, as stated in Exhibit A, a copy of which is attached hereto and incorporated by reference.
 - 3.1.5 In accordance with the Local Plan and Article 4 of this Agreement, the AU shall house staff and buildings dedicated to the administration of the Local Plan on C-VUSD property located at 1400 Ranger Drive, Covina, California 91722 ("ESGV-SELPA Office"), for the Term of this Agreement. During the Term of this Agreement, the AU shall procure and maintain premises and property liability insurance, including coverage for the assets held on

behalf of the ESGV-SELPA Office, as well as automobile insurance for ESGV-SELPA-funded vehicles and equipment. "Assets" as used in this Article 3 are generally defined as office equipment, furniture, furnishings, computer equipment and peripherals, and capital improvements used to conduct the business of administration of the Local Plan.

- 3.1.6 The AU shall undertake all minor repairs and regular maintenance of the ESGV-SELPA Office, while major repairs and maintenance, deferred maintenance, or renovations of the ESGV-SELPA Office will be paid solely from funds designated to ESGV-SELPA accounts. "Minor repairs and regular maintenance" means repairs and maintenance work with a cost not to exceed \$10,000 in the aggregate, annually. All minor repairs and regular maintenance will be conducted by AU personnel in accordance with Section 3.1.4.
- 3.1.7 Except for Transportation personnel employed by another RLA pursuant to Section 3.4.1, or Program Specialists or other certificated or classified staff as the Superintendents' Council may authorize be employed by another RLA for implementation of the Local Plan during the Term of this Agreement, the AU shall serve as the employing agency responsible for the hiring, supervision, evaluation, and discipline of personnel hired specifically for operation of the ESGV-SELPA Office. Such personnel will include, but not be limited to, the ESGV-SELPA Executive Director, the ESGV-SELPA Administrative Assistant, the ESGV-SELPA Financial Operations Analyst, and any additional certificated or classified staff employed to implement the Local Plan as authorized by the Superintendents' Council in the approved ESGV-SELPA budget.
- 3.1.8 The AU shall procure and administer Transportation services agreements with third party vendors as described in Section 3.4 below, subject to any additional transportation agreement and/or transportation-related amendments to this Agreement between the Parties, as applicable.
- 3.1.9 Upon recommendation of the Superintendents' Council or the ESGV-SELPA Executive Director, the AU's governing Board shall review and take action on operational items such as contract approval or ratification or other requisite matters necessary to implement the Local Plan. Notwithstanding, the ESGV-SELPA Executive Director and/or designee shall have the authority to sign documents and reports in matters pertaining to operation of the Local Plan, including but not limited to grant award letters, funding applications, required State and Federal reports, and other documents in furtherance of the Local Plan, such as interagency and/or private agency contracts, including consultant contracts, in accordance with the Local Plan.
- 3.2 AU Compensation. The AU shall deduct the compensation to be paid by each LEA pursuant to sections 3.2.1, 3.2.2 and 3.2.3, from each LEA's periodic apportionments. The member LEA acting as AU (C-VUSD) shall not contribute to AU funding.
 - 3.2.1 From July 1, 2024 to June 30, 2025, the AU shall receive a total amount of \$327,822 for the 2024-2025 fiscal year.
 - 3.2.2 From July 1, 2025 to June 30, 2026, the AU shall receive the same total amount as the 2024-2025 fiscal year, plus a 3% increase, for the 2025-2026

fiscal year.

- 3.2.3 From July 1, 2026 to June 30, 2027, the AU shall receive the same total amount as the 2025-2026 fiscal year, plus a 3% increase, for the 2026-2027 fiscal year.
- 3.2.4 Ninety percent (90%) of the AU's total amount due each fiscal year shall be paid by the member LEAs that are school districts, excluding the member LEA acting as AU (C-VUSD). The remaining school district member LEAs shall fund the AU's compensation on an equal, pro-rata basis.
- 3.2.5 Ten percent (10%) of the AU's total compensation shall be paid by the member LEAs that are charter schools ("Charter School AU Contribution"). Charter school member LEAs shall fund the Charter School AU Contribution on a pro-rata basis based upon each charter school member LEA's Average Daily Attendance ("ADA") in the Second Principal Apportionment funding from the preceding fiscal year ("Prior Year P-2"). Charter school pro-rata shares shall be calculated annually prior to each fiscal year, as follows: Charter schools that had up to 3,000 ADA in Prior Year P-2 shall generate and pay one pro-rata share of the Charter School AU Contribution. Charter schools that had between 3001-6000 ADA in the Prior Year P-2 shall generate and pay two pro-rata shares. Charter schools that had between 6001-9000 ADA in the Prior Year P-2 shall generate and pay three pro-rata shares. In the event a charter school member LEA exceeds 9000 ADA, then the compensation calculated pursuant to this Section 3.2 may be amended or recalculated by mutual Agreement of the Parties, unless the Parties mutually agree that no change is warranted.
- 3.2.6 The AU shall be reimbursed for actual utility costs, including waste management services, water, electricity, internet, and/or phone services necessary for the operation of the ESGV-SELPA Office.
- 3.2.7 Repairs and maintenance work performed by the AU for the ESGV-SELPA Office in excess of \$10,000 annually, shall be reimbursed using ESGV-SELPA funds with prior written approval of the Superintendents' Council or SELPA Executive Director. If any SELPA construction project requires contracts or competitive bidding under the Public Contracts Code, the contracting or competitive bidding process shall be administratively performed by appropriate AU Business Services Department Staff as part of the AU responsibilities stated in Section 3.1.4 of this Agreement.
- 3.2.8 If a special audit of the ESGV-SELPA account is required, the cost of any special audit will be paid using ESGV-SELPA funds.
- 3.2.9 The AU shall invoice the ESGV-SELPA Office at least annually for any costs to be reimbursed or paid pursuant to sections 3.2.6, 3.2.7, and 3.2.8, which shall be paid from ESGV-SELPA funds in accordance with the approved ESGV-SELPA Budget.
- 3.2.10 Should the membership of the ESGV-SELPA, the ESGV-SELPA governance structure, approved budget or Allocation Plan or other relevant aspect of the Local Plan materially change, then the compensation calculated pursuant to this Section 3.2 may be amended or recalculated by mutual Agreement of the Parties, unless the Parties mutually agree that no change is warranted.

3.3. Funds.

3.3.1 In accordance with school accounting guidelines, the central account to record activities and expenditures of the ESGV-SELPA Office shall be recorded in the General Fund for the AU. As part of the General Fund expenditures, the central trust account is part of the fund balance calculations and contributions for the routine restricted maintenance account of the AU. For the Term of this Agreement, any additional compliance requirements imposed on the AU on behalf of the ESGV-SELPA will also be applicable.

3.3.2 Deficiencies. For purposes of this section 3.3, with regard to the receipt and distribution of special education funds for the ESGV-SELPA, the Parties understand and agree that the AU acts as an agent for the LEA members of the ESGV-SELPA, but is not individually responsible for any deficiencies of ESGV-SELPA funds beyond what it would be responsible for as a member LEA in the ESGV-SELPA. In the event the State deducts funds from the AU's accounting system that were previously distributed by the State to the AU on behalf of the ESGV-SELPA, and which funds the AU has already distributed to relevant member LEA(s) of the SELPA, reimbursement to the AU will be made in the following manner:

- A. The ESGV-SELPA Executive Director shall notify the Superintendents' Council of the funding reduction, and shall provide written notice directly to any Party(ies) alleged by the State to be responsible for the reduction in funds, in whole or in part, and shall notify the relevant Party(ies) of the amount of the reduction in funds alleged by the State to be attributable to the relevant Party or Parties.
- B. Within fifteen (15) business days of receiving written notice of such reduction in funds attributable to the Party(ies), the relevant Party(ies) shall deposit their proportionate share of said reduced funds with the AU. Should any LEA member fail to timely make a required deposit, pending completion of the Dispute Resolution Procedures designated in the Local Plan, Section B, any additional funds needed to fully reimburse the AU for the deducted funds will be paid from the ESGV-SELPA trust fund, if available, the AU shall have the authority to deduct the required funds from the relevant Party(ies)'s apportionment funding following agreed upon procedures for access of ESGV-SELPA funds in Section 3.1.3.
- C. If a dispute related to funding deficiencies arises, the relevant Party(ies) shall use the Dispute Resolution Procedures designated in the Local Plan, Section B to resolve the dispute. Pending completion of the Dispute Resolution Process, any additional funds needed to fully reimburse the AU for the deducted funds will be paid from the ESGV-SELPA trust fund, if available, and the trust fund shall be reimbursed by the responsible Party(ies), as determined by the outcome of the Dispute Resolution Procedures.

3.3.3 Mandated Requirements.

The AU shall not be individually financially responsible, in excess of its responsibility as a member LEA in the SELPA, for any costs of implementing new mandates imposed by federal, state, county, city or other local agencies during the Term of this Agreement, related to the administration of the Local

Plan. All related compliance costs shall be shared equally by the LEA members in the ESGV-SELPA in accordance with the Local Plan.

3.4 SELPA Transportation Agreements.

The Parties agree that the AU shall procure and administer transportation services agreements to implement the Local Plan with one or more third party vendor(s) ("Transportation Provider(s)") to provide special education transportation services for eligible students with disabilities throughout the ESGV-SELPA in accordance with the Local Plan.

Any transportation services agreement entered into pursuant to this Section 3.4, shall be subject to the provisions and requirements set forth in this Agreement, including but not limited to the Indemnification and Insurance provisions of Articles 6 and 7 of this Agreement and the provisions of Section 3.4.1 below.

3.4.1 Transportation Provider(s)' Insurance Requirements.

- A. For purposes of Article 3, the term "SELPA" means the Superintendents' Council and its members, any member LEA in its role as AU or RLA in accordance with the Local Plan and its officers, employees, agents, volunteers, consultants, and officials when acting in the role of AU or RLA, and any individuals acting directly on behalf of the collective member LEAs in the ESGV-SELPA, the Superintendents' Council, the AU and/or an RLA.
- B. In all agreements with Transportation Provider(s), the AU shall require the Transportation Provider(s) to name each Party signing this Agreement as an Additional Insured on the Transportation Provider's policies of insurance, which shall include coverage of the costs of defense for any Party and a waiver of subrogation. All agreements with Transportation Provider(s) shall also reference this Agreement, and certify in writing that the Transportation Provider's policy or program of insurance includes coverage for the obligations set forth in Section 6.5, "SELPA" Defense, including but not limited to costs of defense and a waiver of subrogation.

3.4.2 ESGV-SELPA Office Transportation Staff.

One or more Parties shall act as the RLA to employ one (1) ESGV-SELPA Transportation Director and one (1) ESGV-SELPA Transportation Router for the purposes of creating and administering transportation routes throughout the ESGV-SELPA on behalf of the Parties. The RLA(s) for ESGV-SELPA Transportation Staff shall serve as the employing agency responsible for the hiring, supervision, evaluation, and discipline of the ESGV-SELPA Transportation Staff which it employs. ESGV-SELPA Office Transportation Staff shall be housed in the ESGV-SELPA Office.

3.4.3 Payments.

- A. All transportation services provided by a Transportation Provider pursuant to this Agreement and in accordance with the Local Plan shall be paid by the AU for the benefit of the member LEAs of the ESGV-SELPA from ESGV-SELPA funds. Specifically, the transportation services provided to each Party shall be paid from that Party's respective share of the special education AB 602 revenue.

The ESGV-SELPA AU shall act as the administrator of any transportation agreements only. This means, each Party is solely responsible for the transportation services it requests or receives and for any costs it incurs on behalf of its students. Neither the AU nor any other Party shall be obligated to pay the cost of any transportation services beyond the actual transportation services it receives as a Party, or as otherwise specified in a written agreement between the Parties.

- B. All Parties agree that if and when the AU signs an agreement with a Transportation Provider pursuant to this Agreement, it does so on behalf of all member LEAs in the ESGV-SELPA and not as an individual LEA, alone, and does not agree to accept any responsibility with respect to such an agreement as an individual LEA beyond its regular duties as a member LEA in the ESGV-SELPA. The member LEA acting as AU is under no individual-LEA obligation to pay for, or fund, any transportation services requested or received by any other Party and nothing in this Agreement or a third party vendor agreement shall be construed as assigning liability to the member LEA acting as the AU pursuant to this provision, including but not limited to any payment due for any such transportation services requested or received by any other Party. Each Party is ultimately responsible for ensuring that the Transportation Provider receives payment for the transportation services obtained by that Party.

Article 4. PROPERTY

- 4.1 The Parties acknowledge and agree that the ESGV-SELPA Office, ownership of which is currently held by C-VUSD in its role as AU of the SELPA, was procured using ESGV-SELPA funds to provide the office space necessary to administer the Local Plan and house the SELPA Office staff and programs.
- 4.2 Should the Parties designate a new AU or RLA for the purpose of holding property used for administration and implementation of the Local Plan, the Parties agree that all property and equipment purchased with ESGV-SELPA funds, including but not limited to the ESGV-SELPA Office and all ESGV-SELPA-funded assets and acquisitions, including vehicles, trailers and buildings, will be transferred to the new AU or RLA designated by the Superintendents' Council.
- 4.3 Any costs incurred to move ESGV-SELPA administrative building(s), if applicable, including related cleanup and related restoration of C-VUSD property (land only), if applicable, shall be paid using ESGV-SELPA funds.

Article 5. COMPLIANCE ASSURANCES

The Parties, collectively and each of them by their authorized representative's signature upon this Agreement, certify that they will comply with the Special Education Provisions, Public Law 101-476, the IDEA, the ADA, and Section 504 of Public Law 93-112, as amended, and other applicable state and federal regulations. In addition, the Parties agree to utilize the appropriate resources of their respective regular education programs, in accordance with California Education Code Section 56303 and California Code of Regulations, Title 5, Chapter 3, Article 3021 et al., prior to referring students for special education services as specified in the Local Plan.

Article 6. INDEMNIFICATION

6.1 Defense and Indemnification

Each of the Parties signing this Agreement agree that each will be responsible for its own acts and omissions, be responsible for the acts and omissions of its officers, employees, agents, volunteers, consultants, and officials ("Employees"), and shall not be responsible for the acts or omissions of the other Parties or the other Parties' Employees. These obligations relate to any and all claims, lawsuits, actions, administrative or special proceedings, whether judicial or administrative in nature, and include any loss, liability, or expense, including reasonable attorney's fees and costs, relating to the ESGV-SELPA, Local Plan and/or this Agreement ("Claims"). Each Party agrees to immediately defend, indemnify, and hold harmless all other Parties and their Employees against any such Claims. Each Party's responsibility for such defense and indemnification shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are to be undertaken in addition to, and shall not in any way be limited by, the insurance coverage obligations contained in this Agreement.

6.2 Cooperation among the Parties.

Each Party shall cooperate with each other and may share a common interest in the investigation and defense of any claim, loss or liability related to the Local Plan. The Parties to this Agreement shall seek to enforce any rights they may have under their respective insurance policies and/or coverage agreements regarding the investigation, defense, and adjudication of such claims, losses, or liability related to the Local Plan.

6.3 LEA Members' Insurance.

Without limitation to the indemnification clauses set forth in this Agreement, each participating LEA member shall maintain and carry, at its sole cost and expense and in each member LEA's own name, for the duration of this Agreement, insurance, or maintain a program of self-insurance, a Joint Powers Authority mechanism, or a combination thereof, as required below to insure itself against Claims, including but not limited to Claims for property damage and/or bodily injury (including death) arising out of the member LEA's conduct or in connection with a member LEA's performance under the Local Plan and this Agreement.

6.3.1 For purposes of this Article 6, the term "SELPA" means the Superintendents' Council and its members, any member LEA in its role as AU or RLA in accordance with the Local Plan and its officers, employees, agents, volunteers, consultants, and officials when acting in the role of AU or RLA, and any individuals acting directly on behalf of the collective member LEAs in the ESGV-SELPA, the Superintendents' Council, the AU and/or an RLA.

6.3.2 Consistent with the SELPA Defense provision set forth in Section 6.5 below, each member LEA's document(s) of insurance or related coverage shall reference this Agreement, and certify in writing that the LEA Member's policy or program of insurance includes coverage for the obligations set forth in Section 6.5, "SELPA" Defense.

6.3.3 Upon the initial signing of this Agreement and for any subsequent insurance policy or program renewal period during the term of this

Agreement, each member LEA shall provide the AU a copy of the member LEA's written instrument of coverage, including any certificate of insurance, authorization, or other written assurance confirming such coverage as set forth in this Article 6. This shall be done at the initial signing of this Agreement and upon any subsequent policy/program renewal during the term of this Agreement.

- 6.3.4 Each insurance policy or self-insurance program required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice to the ESGV-SELPA AU.

6.4 AU Coverage.

The member LEA acting as AU shall obtain verification of coverage by its respective JPA Administrator against Claims, including but not limited to Claims for property damage and/or bodily injury (including death) arising out of or connected to the AU's actions, responsibilities and/or performance pursuant to and arising out of this Agreement.

6.5 "SELPA" Defense.

In the event that a claimant names the "SELPA" as an alleged entity, as a party in a claim, suit and/or action, the Parties agree to defend, indemnify and hold harmless the "SELPA," as follows:

- 6.5.1 If a Claim is brought against a Party or Parties arising out of or connected to the Party or Parties' actions, which also names the "SELPA" as an alleged entity as a defendant and/or a party, the named Party or Parties shall defend, indemnify and hold harmless the "SELPA" against such Claims. The Party or Parties shall seek to enforce any rights they may have under their respective insurance policies or other coverage regarding the investigation, defense, and adjudication of such Claims.
- 6.5.2 If any Claim brought against the "SELPA" as an alleged entity, as the only named defendant and/or party, which Claim is arising from or connected to a Party or Parties' actions, including any alleged actions or inactions of the member LEA while acting as AU, that Party or Parties shall defend, indemnify and hold harmless the "SELPA" against such Claims. The Party or Parties shall seek to enforce any rights they may have under their respective insurance policies or other coverage regarding the investigation, defense, and adjudication of such Claims.
- 6.5.3 If a Claim is brought against the "SELPA" as an alleged entity as the only named defendant and/or party, which Claim may be arising from or connected to alleged actions attributed to the "SELPA" as an alleged entity, only, the member LEA acting as AU shall be the presumptively named Party for purposes of defending said Claim, until or unless an appropriate Party or Parties is named or deemed responsible and/or the "SELPA" is dismissed. The member LEA acting as AU shall seek to enforce any rights it may have under its respective insurance policies or other coverage regarding the investigation, defense, and adjudication of such Claims.
- 6.5.4 Any costs of defense of the "SELPA" as an alleged entity that exceed any and all available insurance coverage(s) set forth in this Article 6 or otherwise, shall be shared equally by the LEA members in the ESGV-SELPA

on a pro rata basis. If the AU or an RLA is held liable for any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of this Agreement and pays in excess of its pro rata share in satisfaction of such judgment, the AU or RLA is entitled to contribution from each of the other Parties based on a pro rata share. The pro rata share of each member LEA is determined by dividing the total amount of the costs of defense and/or judgment by the number of Parties, unless another mechanism or pro rata share is identified by official action of the Superintendents' Council. No Party may be compelled to make contribution beyond its own pro rata share of the entire costs of defense and/or judgment.

6.5.5 Nothing in this Section 6.5 shall be construed or interpreted as an admission that the ESGV-SELPA is a proper party to any claim or suit, or that it is an entity, LEA, public agency, or anything other than a "service area" as defined in Education Code section 56195(d), for any purpose.

Article 7. Minimum Scope and Limits of Insurance Or Other Coverage.

(Coverage shall be at least as broad.)

- 7.1 General Liability coverage for bodily injury and property damage attributed, but not limited to, premises and operations, contractual liability (including the liability assumed under the indemnification clause in Article 6), independent contractors, and personal injury with a combined single limit of insurance of not less than \$2,000,000 per occurrence.
- 7.2 Automobile Liability coverage for the use of owned, non-owned, and hired automobiles by, or on the behalf of, the Parties to this Agreement with a combined single limit of insurance of not less than \$2,000,000 per accident.
- 7.3 Childhood Sexual Assault Coverage for the actual, threatened, or alleged acts by each Party for physical abuse, sexual abuse, sexual molestation, sexual misconduct, sexual exploitation, or sexual injury with a minimum limit of insurance of not less than \$2,000,000 per occurrence. It is further agreed that if such coverage is written on a "claims-made" basis, the coverage shall be maintained for a minimum period of three years following termination of this Agreement, or be endorsed to contain an extended claim reporting period of three years for claims that may be filed in connection to the services performed under this Agreement. If any Party is unable to meet the coverage requirements of this subsection 7.3, the Party shall provide written notice to the SELPA Executive Director as soon as possible, who shall submit the notice to the Superintendents' Council. Provision of notice under this subsection shall not in any way affect the Parties' rights and obligations under subsection 7.8.
- 7.4 Errors & Omissions (E&O) Liability coverage for actual or alleged misstatements, misleading statements, omissions in the rendering of administrative services required by the Local Plan on behalf of the Parties, and/or the actual or alleged breach of duties by the Superintendents' Council with a minimum limit of insurance of not less than \$2,000,000 per occurrence. It is further agreed that if such coverage is written on a "claims- made" basis, the coverage shall be maintained for a minimum period of three years following termination of this Agreement, or be endorsed to contain an extended claim reporting period of three years for claims that may be filed in connection to the services performed under this Agreement.

- 7.5 Crime coverage for loss, damage, or theft of money, securities, and property of the AU purchased with ESGV-SELPA funds and committed by employees of each Party with a minimum limit of insurance of not less than \$1,000,000 per occurrence.
- 7.6 Workers' Compensation coverage to statutory limits as required by the Labor Code of the State of California, and Employer's Liability coverage with limits of \$1,000,000 per bodily injury by accident or disease.
- 7.6.1 By signing this Agreement, each Party certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before the commencement of this Agreement.
- 7.6.2 Each policy shall contain a waiver of subrogation endorsement with respect to each other Party, whether or not each Party is acting as the AU or an RLA pursuant to the Local Plan.
- 7.7 In the event any of the Parties fail to perform in accordance with the requirements set forth in Articles 3, 6 or 7 of this Agreement, the non-breaching Party or Parties and its governing board(s) shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of non-performance.
- 7.8 All insurance coverage requirements set forth in this Article 7 shall be the minimum level of coverage required for any transportation services agreements entered into with any Transportation Providers by any member LEA and/or the AU on behalf of the member LEAs in the SELPA, as set forth in Section 3.4 in this Agreement.
- 7.9 Nothing in this Article 7 shall be construed or interpreted as an admission that the ESGV-SELPA is a proper party to any claim or suit, or that it is an entity, LEA, public agency, or anything other than a "service area" as defined in Education Code section 56195(d), for any purpose.

Article 8. INDEPENDENT CONTRACTOR

- 8.1 While performing its obligations under this Agreement, each Party is an independent contractor and not an officer, employee or agent of the other Parties.
- 8.2 The Superintendents' Council and its members, any member LEA in its role as AU or RLA in accordance with the Local Plan and its employees, officers, and officials when acting in the role of AU or RLA, and any individuals acting directly on behalf of the collective member LEAs in the ESGV-SELPA, the Superintendents' Council, the AU, and/or an RLA shall be acting as agents on behalf of the collective LEA members in the ESGV-SELPA.
- 8.3 ESGV-SELPA Office staff hired pursuant to Section 3.1.4 or 3.1.7, above, Transportation Staff hired pursuant to Section 3.4.2, above, and any other staff hired pursuant to Sections 1.5 or 3.1.9, above, when acting solely on behalf of, or at the direction of, the AU, RLA and/or the Superintendents' Council, are

acting as agents on behalf of the LEA members in the ESGV-SELPA and are under the direction of the AU, RLA, Superintendents' Council and/or Local Plan thereof.

Article 9. RECORD RETENTION AND INSPECTION

The Parties agree that all Parties shall have access to and the right to examine, audit, excerpt, copy or transcribe during normal business hours any pertinent records pertaining to this Agreement. All such records shall be kept and maintained by the AU and made available during the Term of this Agreement and for a period not less than five (5) years after final payment has been made pursuant to this Agreement regardless of any Party's own internal record preservation policy

Article 10. MODIFICATION; NEW LEGISLATION

This Agreement shall not be modified or amended without mutual prior written consent of the Parties. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if the initials of all Parties appear beside such deletion or change.

The provisions of any new laws which may become effective during the Term of this Agreement which relate to the Local Plan or ESGV-SELPA shall be incorporated herein via a separate addendum to the Agreement approved by the Parties.

Article 11. DISPUTE RESOLUTION

11.1 In the event that there is a dispute as to respective responsibilities of the Parties under this Agreement, said dispute shall be resolved by using the Dispute Resolution Procedures designated in the Local Plan, Section B.

11.2 This provision does not apply to resolution of indemnity or insurance coverage claims under Articles 6 and 7.

Article 12. SEVERABILITY /WAIVER

12.1 If any provisions of this Agreement are determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Agreement.

12.2 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the Party making the waiver.

Article 13. NON-ASSIGNABILITY

The Parties shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the other Parties. If consent is not given by the other Parties to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. In addition, no Party shall subcontract the work to be performed pursuant to this Agreement without prior written approval of the other Parties. The names and qualifications of subcontractors

or others whom the Parties intend to employ, other than those identified, shall be submitted to the other Parties for prior written approval.

Article 14. INTEGRATION

This Agreement, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the Parties' rights, duties and obligations with respect to the matters discussed in the Agreement and supersedes all prior agreements, understandings and commitments, whether oral or written.

Article 15. ATTORNEY'S FEES

Should any Party be required to file any legal action or claim to enforce any provision of this Agreement or resolve any dispute arising under or connected to this Agreement, each Party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof, unless otherwise ordered by the tribunal deciding such dispute.

Article 16. GOVERNING LAW /FORUM SELECTION

This Agreement is made, entered into and executed in Los Angeles County, California, and any legal action, claim or proceeding arising out of or connected with this Agreement shall be filed in the applicable court in Los Angeles County, California. This Agreement shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

Article 17. NOTICES

Any notices to be given pursuant to this Agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the Party listed in the signature block at the conclusion of this Agreement.

Article 18. EXECUTION

This Agreement may be executed by each Party in counterparts with each original having the same force and effect as through each Party had executed a single copy. The collection of separately executed copies shall be treated as a single copy executed by the Parties.

[SIGNATURES ON FOLLOWING PAGES]

670-103/6939049.1

AZUSA UNIFIED SCHOOL DISTRICT
546 S Citrus Avenue, Azusa, CA 91702

By: _____ Date: _____
Name: Norma Carvajal Camacho
Title: Assistant Superintendent, Educational Services

BALDWIN PARK UNIFIED SCHOOL DISTRICT
3699 North Holly Avenue, Baldwin Park, CA 91706

By: _____ Date: _____
Name: _____
Title: _____

BASSETT UNIFIED SCHOOL DISTRICT
904 Willow Avenue, La Puente, CA 91746

By: _____ Date: _____
Name: _____
Title: _____

BONITA UNIFIED SCHOOL DISTRICT
115 W. Allen Avenue, San Dimas, CA 91773

By: _____ Date: _____
Name: _____
Title: _____

CHARTER OAK UNIFIED SCHOOL DISTRICT
20240 East Cienega Avenue, Covina, CA 91724

By: _____ Date: _____
Name: _____
Title: _____

CLAREMONT UNIFIED SCHOOL DISTRICT
170 W. San Jose Avenue, Claremont, CA 91711

By: _____ Date: _____
Name: _____
Title: _____

COVINA-VALLEY UNIFIED SCHOOL DISTRICT
519 E. Badillo Street, Covina, CA 91723

By: _____ Date: _____
Name: _____
Title: _____

GLENDORA UNIFIED SCHOOL DISTRICT
500 N. Loraine Avenue, Glendora, CA 91741

By: _____ Date: _____
Name: _____
Title: _____

WALNUT VALLEY UNIFIED SCHOOL DISTRICT
880 S. Lemon Avenue, Walnut, CA 91789

By: _____ Date: _____
Name: _____
Title: _____

WEST COVINA UNIFIED SCHOOL DISTRICT
1717 W. Merced Avenue, West Covina, CA 91790

By: _____ Date: _____
Name: _____
Title: _____

SAN JOSE CHARTER ACADEMY
2021 W. Alwood Street, West Covina, CA 91790

By: _____ Date: _____
Name: _____
Title: _____

CALIFORNIA VIRTUAL ACADEMY @ LOS ANGELES
50 Moreland Road, Simi Valley, CA 93065

By: _____ Date: _____
Name: _____
Title: _____

IQ ACADEMY CALIFORNIA – LOS ANGELES
50 Moreland Road, Simi Valley, CA 93065

By: _____ Date: _____
Name: _____
Title: _____

OPPORTUNITIES FOR LEARNING – BALDWIN PARK
800 South Barranca Avenue Ste. 200, Covina, CA 91723

By: _____ Date: _____
Name: _____
Title: _____

OPTIONS FOR YOUTH – SAN BERNARDINO
800 South Barranca Avenue Ste. 200, Covina, CA 91723

By: _____ Date: _____
Name: _____
Title: _____

OPTIONS FOR YOUTH – DUARTE
3130 East Colorado Blvd, Pasadena, CA 91107

By: _____ Date: _____
Name: _____
Title: _____