

**RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS**  
3939 Thirteenth Street  
Riverside, CA 92501

**AGREEMENT FOR PRESENTER SERVICES  
SPECIAL EDUCATION**

This Agreement is entered into by and between the **Riverside County Superintendent of Schools**, hereinafter referred to as “SUPERINTENDENT”, and **Perris Union High School District**, hereinafter referred to as “CONTRACTOR”, each being a “Party” and collectively the “Parties”.

**AGREEMENTS**

1. **TERM:** The term of this Agreement shall be from **February 9, 2021 to October 31, 2021**.
2. **SERVICES:** CONTRACTOR shall perform and provide the following **reimbursement services**, including, but not limited to:
  - A. Reimbursement of district expenses to provide a teacher for compensatory tutoring services to student due to Governor Newsom's order to shut down schools relating to the pandemic. Reimbursement is part of due process settlement.
3. **PAYMENT:**
  - A. For and in consideration of the services rendered, SUPERINTENDENT agrees to pay CONTRACTOR as follows:
    1. \$50.05 per hours
    2. Agreement not to exceed 30 hours.
    3. Mileage reimbursement at current IRS rate.
  - B. In no event shall the total payment(s) made under this Agreement exceed the sum of **\$1,600.00** without a written authorization from SUPERINTENDENT.
  - C. It is the sole obligation of CONTRACTOR to ensure that the total sum of the hours worked multiplied by the hourly rate does not exceed the amount of money authorized in this Agreement.
  - D. In the event CONTRACTOR receives payment for services under this contract which is later disallowed for nonconformance with the terms and conditions herein by SUPERINTENDENT, CONTRACTOR shall promptly refund the disallowed amount to SUPERINTENDENT on request, or at its option, SUPERINTENDENT may offset the amount disallowed from any payment due to CONTRACTOR under any contract with SUPERINTENDENT.
4. **INVOICES:** CONTRACTOR shall submit invoices to Riverside County Superintendent of Schools, attention: **Accounts Payable**, P.O. Box 868, Riverside, California 92502 or via email to [accountspayable@rcoe.us](mailto:accountspayable@rcoe.us).
5. **SKILLS AND EXPERIENCE:** It is understood that CONTRACTOR has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement and that SUPERINTENDENT relies upon CONTRACTOR'S representations about its skills, experience and knowledge to perform the services in a competent manner. Acceptance by SUPERINTENDENT of the services to be performed under this Agreement does not operate as a release of said CONTRACTOR from responsibility for the work performed. CONTRACTOR further agrees to assign a proper staff member or members to render the services and such staff member(s) shall hold the proper credentials authorizing such services.

6. **INDEPENDENT CONTRACTOR:** With respect to the services to be performed pursuant to this Agreement, CONTRACTOR is acting as an independent contractor and not as an agent or employee of SUPERINTENDENT. Any and all personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all the wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. With respect to the performance of its obligations hereunder, CONTRACTOR is subject to the control or direction of SUPERINTENDENT merely as to the results to be accomplished and not as the means and methods for accomplishing such results. If CONTRACTOR is an entity that does not have a permanent place of business in California or is an individual who does not reside in California, and unless an exception applies, all payments from SUPERINTENDENT to CONTRACTOR pursuant to this Agreement shall be subject to withholding in accordance with Section 18662 of the California Revenue and Taxation Code and/or other applicable law.
  
7. **INSURANCE:** At all times during the performance of this Agreement, CONTRACTOR shall maintain in force such insurance policies as provide the coverage required by this Agreement. **All insurance policies required by this Agreement shall name, or be endorsed to name, the Riverside County Superintendent of Schools as additional insured for the purpose of this Agreement.** The Commercial Liability Policy and the Automobile Policy described below must include a waiver by the insurers of any and all subrogation rights against SUPERINTENDENT. In all cases, CONTRACTOR'S insurance shall be primary, and any insurance providing coverage for SUPERINTENDENT, the Riverside County Board of Education, and/or their respective officers, employees and/or agents shall be secondary and non-contributing. Prior to commencing the services required pursuant to this Agreement, CONTRACTOR must provide to SUPERINTENDENT such certificates issued by CONTRACTOR'S insurer(s) as evidence that the insurance policies required by this Agreement are in full force and effect, and CONTRACTOR must provide an updated certificate of insurance to SUPERINTENDENT following each renewal and/or update of such policies. Within fifteen days of any request by SUPERINTENDENT, CONTRACTOR must provide to SUPERINTENDENT a certified copy of any one or more such insurance policies. CONTRACTOR shall have in effect any and all insurance as may be required by applicable law. However, notwithstanding anything to the contrary, CONTRACTOR shall, for purposes of the Agreement, have in effect the following minimum levels of insurance coverage:
  - A. **Commercial General Liability:** \$1,000,000 combined single limit, on account of bodily injuries, including death resulting therefrom and property damage resulting from any accident which may arise in the operations of CONTRACTOR in the performance of the work herein provided.
  - B. **Automobile Insurance:** Equal to state minimum requirements shall be obtained for each vehicle(s) used in the performance of the Agreement covering any personal or property damage which may arise in or out of the Agreement obligation.
  - C. **Workers' Compensation Insurance:** If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Workers' Compensation Insurance as prescribed by the laws of the State of California.
  
8. **NON-DISCRIMINATION:** CONTRACTOR shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. CONTRACTOR shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without

limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.

9. **TERMINATION:**

- A. **Termination by SUPERINTENDENT:** SUPERINTENDENT may terminate this Agreement without cause upon 30 days written notice. Whenever for any reason SUPERINTENDENT determines that termination is in SUPERINTENDENT'S best interest, SUPERINTENDENT shall provide written notice of termination to CONTRACTOR stating whether the termination is in whole or in part.

If SUPERINTENDENT finds it necessary to terminate this Agreement without cause before completion, CONTRACTOR shall be entitled to be paid in full for those services adequately complete prior to the notification of termination.

SUPERINTENDENT may immediately terminate this Agreement upon the occurrence of any circumstances beyond its control including but not limited to acts of God, acts of terrorism, declared disasters, strikes (except those involving Superintendent's employees or agents), civil disorder, or the implementation of any local, state or federal regulations that make it illegal or impossible for SUPERINTENDENT to fulfill its contractual responsibilities or to recognize the full benefit of this Agreement. SUPERINTENDENT shall compensate the other Party for any allowable expense incurred prior to invoking this provision.

- B. **Termination by CONTRACTOR:** CONTRACTOR may terminate this Agreement for cause only.

10. **INDEMNIFICATION:** CONTRACTOR shall save, defend, hold harmless and indemnify SUPERINTENDENT, the Riverside County Board of Education, and their respective officers, employees and agents, and each of them, with respect to any and all claims, demands, actions, damages, judgements, costs, expenses, (including, without limitation, attorneys' fees), and other liabilities of whatever kind and nature that arise from the negligence, recklessness or willful misconduct of any person in performing work or services pursuant to this Agreement on behalf of CONTRACTOR, including, without limitation, liabilities attributable to the injury (including death) of any person and/or to the loss or damage of any property. With respect to each act or incident that occurs while this Agreement is in effect, CONTRACTOR'S obligations pursuant to this section shall survive termination of this Agreement.

11. **ENTIRE AGREEMENT:** This Agreement, including any attachments, exhibits, or documents incorporated herein, constitutes the entire understanding and agreement between Parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

12. **AMENDMENTS:** This Agreement may only be amended in writing by the mutual consent of the Parties hereto, except that SUPERINTENDENT may amend this Agreement to accomplish the below-listed changes:

- A. Increases in dollar amounts.  
B. Administrative changes that do not affect the contractual rights of the Parties.  
C. Changes as required by law.

13. **NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below. Each notice shall be deemed to have been given or served only upon actual receipt by the addressee, and notices may be delivered by one of the following methods: (i) registered or certified United States Mail, postage prepaid by sender and return

receipt requested; (ii) FedEx, U.P.S. or other reliable private delivery service, delivery charge paid by sender and signature on delivery receipt required; or (iii) personal delivery, delivery charge paid by sender and signature on delivery receipt required.

**SUPERINTENDENT:**  
**Riverside County Office of Education**  
**Contracts and Purchasing Services**  
**PO Box 868**  
**Riverside, CA 92502**

**CONTRACTOR:**  
**Perris Union High School District**  
**155 East Fourth Street**  
**Perris, CA 92570**

14. **MANDATED REPORTING:** The following provisions are included in this Agreement because SUPERINTENDENT has determined that one or more of the officers, employees and/or agents of CONTRACTOR will be “mandated reporters” pursuant to Section 11165.7 of the Penal Code. In accordance with the Child Abuse and Neglect Reporting Act (i.e. Penal Code Section 11164-11174.3), mandated reporters must report suspected child abuse or neglect. In accordance with that Act, when the victim is a child (a person under the age of 18) and the perpetrator is any person (including a child), the following types of abuse must be reported by all legally mandated reporters.
- A. Physical abuse described as physical injury inflicted by other than accidental means on a child, or intentionally injuring a child. (PC 11165.6)
  - B. Child sexual abuse includes sexual assault or sexual exploitation of anyone under the age of 18. Sexual assault includes sex acts with children, intentional masturbation in the presence of children, and child molestation. Sexual exploitation includes preparing, selling, or distributing pornographic materials involving children in performances involving obscene sexual conduct; and child prostitution. (PC 11165.1)
  - C. Willful cruelty or unjustified punishment (PC 1165.3) includes inflicting or permitting unjustifiable physical pain or mental suffering, or the endangerment of the child’s person or health. “Mental suffering” in and of itself is not required to be reported; however, it may be reported. Penal Code Section 11166.05 provides that; “Any mandated reporter who has knowledge of or who reasonably suspects that mental suffering has been inflicted upon a child or that his or her emotional well-being is endangered in any other way may report the known or suspected instance of child abuse or neglect to an agency specified in Section 11165.9.” (The specified agencies include any police department, sheriff’s department, county probation department, if designated by the county to receive mandated reports, or the county welfare department.)
  - D. Unlawful corporal punishment or injury described as the willful infliction on a child of cruel or inhuman corporal punishment or injury resulting in a traumatic condition. (PC 11165.4)
  - E. Neglect of a child, whether “severe” or “general”, must also be reported if the perpetrator is a person responsible for the child’s welfare. It includes both acts and omission that harm or threaten to harm the child’s health or welfare. “General neglect” means the failure of a caregiver of a child to provide adequate food, clothing, shelter, medical care, or supervision, where no physical injury to the child has occurred. “Severe neglect” means the negligent failure by a caregiver to protect a child from severe malnutrition or medically-diagnosed nonorganic failure to thrive. “Severe neglect” also includes the caregiver willfully causing or permitting a child to be in situations that endanger the child or the child’s health, including, among others, the intentional failure of a caregiver to provide adequate food, clothing, shelter, or medical care. (PC 11165.2)
  - F. Any of the above types of abuse or neglect occurring in out-of-home care must also be reported. (PC 11165.5)
15. **AVAILABILITY OF FUNDS:** Funds are not presently available for performance under this Agreement beyond June 30 of the fiscal year in which CONTRACTOR commenced providing services pursuant to this Agreement. No legal liability on the part of the SUPERINTENDENT for any payment may arise for

performance under this Agreement beyond such date, unless and until funds are made available to SUPERINTENDENT for performance and CONTRACTOR receives notice of availability, to be confirmed in writing by SUPERINTENDENT.

16. **RECORDS:** CONTRACTOR must create or otherwise prepare and maintain, in accordance with generally accepted accounting principles, all financial and other records relating to this Agreement and the services performed or to be performed pursuant to this Agreement as are necessary, appropriate, or required by law (“CONTRACTOR Records”). CONTRACTOR Records must be maintained in a logical and consistent manner to facilitate filing and retrieval of documents in particular categories of information. CONTRACTOR Records must include, without limitation, records relating to payments made by SUPERINTENDENT to CONTRACTOR. CONTRACTOR shall at all reasonable times give SUPERINTENDENT, Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the services provided or to be provided by CONTRACTOR pursuant to this Agreement.
17. **DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:** Each person who has signed this Agreement on behalf of CONTRACTOR shall be deemed and construed to have thereby certified, to the best of his or her knowledge and belief, that CONTRACTOR and its principals:
  - A. presently are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transaction by any federal department or agency;
  - B. within the three-year period preceding the Parties entering into this Agreement have not been convicted or had a civil judgement rendered against them for (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, (ii) violation of federal or state antitrust statutes, or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. presently are not indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offences described in paragraph B of this section; and
  - D. within the three-year period preceding the Parties entering into this Agreement have not had one or more public transactions (federal, state or local) terminated for cause or default.
18. **ANTI-LOBBYING:** If the amount payable to CONTRACTOR pursuant to this Agreement will or may be in excess of \$100,000, then, each person who has signed this Agreement on behalf of CONTRACTOR shall be deemed and construed to have thereby certified that CONTRACTOR will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant, or any other award covered by the Byrd-Anti-Lobbying Amendment (31 U.S.C. 1352). CONTRACTOR shall disclose in writing to SUPERINTENDENT any lobbying with non-federal funds, by or on behalf of CONTRACTOR that takes place in connection with obtaining or attempting to obtain any federal award.

By signing this Agreement, CONTRACTOR acknowledges and agrees to the terms and conditions including the following exhibits:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

**Riverside County Superintendent of Schools**

**Perris Union High School District**

Signed \_\_\_\_\_  
Authorized Signature

Signed \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_