



**AGREEMENT FOR INDIVIDUAL INSTRUCTION PROGRAM
FOR LOMA LINDA CHILDREN’S HOSPITAL**

AGREEMENT NO. 24/25-0669

THIS AGREEMENT made and entered into this 1st day of July 2024, by and between the San Bernardino County Superintendent of Schools, hereinafter called “**SUPERINTENDENT**”, and Redlands Unified School District, hereinafter called “**DISTRICT**”.

RECITALS

WHEREAS, Loma Linda Children’s Hospital requests educational services for children of school age who are in the hospital on a short term basis; and

WHEREAS, Loma Linda Children’s Hospital is within the attendance boundaries of the **DISTRICT**; and

WHEREAS, educational services for children staying in the Hospital for less than fourteen days are not provided by **DISTRICT**; and

WHEREAS, Education Code Section 48206.3 provides for a pupil with a temporary disability preventing his/her attendance in a regular day class to receive individual instruction; and

WHEREAS, **SUPERINTENDENT** is trained and competent to provide such individual instruction to the children at Loma Linda Children’s Hospital in the Redlands Unified School District;

NOW, THEREFORE, **SUPERINTENDENT** and **DISTRICT** mutually agree as follows:

1. **Responsibilities and Services of the SUPERINTENDENT**

- a. **SUPERINTENDENT** will provide an individual instruction program that meets the requirements of Education Code Section 48206.3 (c).
- b. **SUPERINTENDENT** will provide instructional services to school age children (kindergarten through grade 12) who are expected to be in the hospital for fourteen days or less.
- c. **SUPERINTENDENT** will provide **DISTRICT** with attendance data on **DISTRICT** forms on a monthly basis.

2. **Responsibilities and Services of DISTRICT**

- a. **DISTRICT** will submit State Attendance Reports including attendance data provided by **SUPERINTENDENT**.
- b. **DISTRICT** will provide State revenue generated by this program to **SUPERINTENDENT** on a semi-annual basis.

3. Payment Procedures

- a. **SUPERINTENDENT** shall invoice **DISTRICT** after P1 ADA reporting is completed, on or about January 30 each year, and after P2 is completed on or about May 30 each year.
- b. **DISTRICT** shall make payment to **SUPERINTENDENT** by cash transfer within a reasonable time after receipt and approval of invoice.

4. Duration of Agreement

- a. The term of this Agreement shall be from July 1, 2024, though and including June 30, 2025.
- b. This Agreement may be extended for additional on year terms, commencing July 1, 2024, upon the written mutual consent of the parties. Such extensions shall be added to this Agreement as Amendments.

5. Termination of Agreement

Without limiting any rights or remedies which **SUPERINTENDENT** or **DISTRICT** may have in the event of default by the other party, each party to this Agreement shall give the right, upon sixty (60) days written notice to terminate this Agreement at any time and without cause prior to completion of the term. Such termination shall be without obligation or liability to **DISTRICT** other than payment for services rendered through the effective date of termination.

6. Damages

Should any litigation be commenced between the parties as a result of this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, a reasonable sum for its attorneys' fees in such litigation, which shall be determined by the Court in such litigation or in separate action brought for that purpose.

7. Mutual Hold Harmless

- a. **DISTRICT** agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **SUPERINTENDENT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **DISTRICT** in the performance of this contract. It is understood that employees and any subcontractor of the **DISTRICT** in its performance under this contract are not agents or employees of the **SUPERINTENDENT**.
- b. **SUPERINTENDENT** agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **DISTRICT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **SUPERINTENDENT** in the performance of this contract. It is understood that employees and any subcontractor of the **SUPERINTENDENT** in its performance under this contract are not agents or employees of the **DISTRICT**.

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

**SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS**

**REDLANDS UNIFIED SCHOOL
DISTRICT**

Kevin Garcia, Program Manager
Procurement and Warehouse Services

Date: _____

Date: _____

LOMA LINDA CHILDRENS HOSPITAL

Date: _____