



INDIVIDUAL STUDENT INSTRUCTION CONTRACT

This Individual Student Instruction Contract including the Online Instruction requirements attached hereto as Exhibit A and Exhibit B incorporated herein, collectively, (the "Contract") is written July 24, 2024 (the "Effective Date"), between Redlands Unified School District ("School District") and Lindamood-Bell Learning Processes, a California corporation ("LBLP"). School District is contracting with LBLP to provide instructional services for Alexander Castillo ("Student"). The Pasadena Learning Center operated by LBLP shall provide the services identified in this Contract beginning on or after August 7, 2024 and terminating on or before June 5, 2025 ("Term").

Summary of Student Instruction:

2 sessions per day for 180 school days

360 sessions of 1:1 Sensory-Cognitive instruction at \$144.50* per session for a contract total of \$52,020

*Includes a 15% school-year discount

1. NOTICES

All notices provided for by this Contract shall be in writing and may be delivered personally or via standard or electronic mail or via facsimile to the following addresses:

For School District:

Devon Darby Von Schweikert
20 West Lugonia Avenue
Redlands, CA 92374
Phone: 909-748-6965
devon_darby-von-schweikert@redlands.k12.ca.us

For Lindamood-Bell Learning Processes

Deedee Beauchamp, Manager of Contracted Instruction
416 Higuera Street
San Luis Obispo, CA 93401
Phone: 805-541-3836, extension 9768
deedee.beauchamp@lindamoodbell.com

Payment for services shall be mailed to:

Lindamood-Bell, Pasadena
959 East Walnut Street, Suite 110
Pasadena, CA 91106
Phone: 626-396-0865

For questions regarding instruction, scheduling and billing:

Anne Perry, Center Director
anne.perry@lindamoodbell.com
Elisa Carmona-Barajas, Office Manager
elisa.carmonabarajas@lindamoodbell.com

Payment may be mailed to either the learning center or to the corporate office (addresses above). Unless the School District requires a signed hardcopy of this Contract prior to LBLP providing services to the Student, or the School District notifies LBLP of its preference to receive communications in paper form, it is LBLP's policy to accept and retain all records in electronic form, including signed documents transmitted via fax, email or any other electronic method.



2. CONTRACT RELATIONS

The services LBLP shall provide to the School District, and the rates payable by the School District for those services are identified above in the "Summary of Student Instruction." Changes in the administrative or financial agreements of the Contract which do not alter the agreement that outlines the Student's educational instruction, services, or placement may be made at any time during the Term, as mutually agreed in writing by LBLP and the School District.

3. INDEPENDENT STATUS

The relationship between both parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon either party.

4. SCHEDULING AND PAYMENT

LBLP shall submit invoices to the School District on a monthly basis for rendered instruction no later than thirty (30) days from the end of the attendance accounting period in which said services were provided. The School District shall make payment in an amount equal to the number of sessions rendered multiplied by the agreed upon rate indicated above in the "Summary of Student Instruction" within forty-five (45) days of receipt of invoice(s). A session of 30 minutes or less will be billed as a half hour. A session of more than 30 minutes will be billed as one hour. The School District and/or parents or guardians may reschedule a session with reasonable notice. If the session is rescheduled, the School District will not be billed for the originally scheduled instruction session(s). School District will only be billed for sessions attended by Student. Sessions are 55 minutes long to allow for necessary student breaks and staff transitions when applicable.

Every effort will be made to avoid canceling sessions. Due to illness or staffing shortages, some instructional sessions at the Learning Center may be scheduled with a clinician in another Learning Center via our online platform at LBLP's sole discretion.

If the School District chooses to pay upfront for the total dollar amount of the Contract, any unused funds will be refunded following the instruction period.

5. SUSPENSION AND TERMINATION

Either party may terminate this contract without prior notice after the first week of instruction if it is determined that online instruction is not a suitable arrangement for any or all of the parties. The School District will be invoiced for only those hours provided to the Student up to and including the date of termination.

LBLP shall reserve instruction time for the Student and reserves the right to suspend or terminate services if the Student has inconsistent attendance due to unexcused absences or multiple missed instruction sessions without advance notice. LBLP will notify the School District and the Student's parents or guardians in regards to any attendance concerns.

LBLP reserves the right to suspend or terminate instruction, without prior notice, of any student who engages in behavior that is disruptive, incompatible with the learning environment or that poses a health or safety risk to other students or LBLP employees or agents. If it should become necessary to suspend a child's services, it is LBLP's aim to have the suspension be of a temporary nature. In the event of suspension or termination of services, the School District and the Student's parents or guardians will be immediately



notified in order to address the issue of concern and to work toward a resolution. Whenever possible, every effort will be made to resolve issues without suspension or termination and to allow the student to be reinstated at a mutually agreed time.

This Contract may be terminated for cause in the event of either party's failure to perform under the terms and conditions of this Contract or material breach of any of its provisions. To terminate the Contract, either party shall give seven (7) calendar days' prior written notice to the other party. Upon termination, School District shall pay, without duplication, for all services performed and expenses incurred to date of termination. Notwithstanding the foregoing, this Contract may be terminated without advance notice if both parties agree to do so in writing; *provided, however*, that the School District shall remain obligated to pay for all services performed and expenses incurred to the date of termination.

6. PROGRAM SUPPORT AND PROGRESS UPDATES

LBLP's instruction program includes daily instruction with clinicians, consultant support for pacing, consultant interaction with parents or guardians and authorized school staff regarding student progress, and re-evaluation that will be completed near the end of instruction to review instructional gains and evaluate support and focus.

LBLP will provide a summary of Student's progress to the Student's parents or guardians, after approximately every 40 hours of instruction. A copy of the Student's progress will also be provided to the School District. The results of a post instruction evaluation will be provided to the School District and to the Student's parents or guardians at the end of the Student's instruction Term. The School District shall notify LBLP in writing if it chooses to waive its right to a copy of the Student's progress updates and evaluation results.

7. IEP ROLE (when applicable)

LBLP agrees to provide all necessary information to enable the IEP Team to draft an IEP's Goals and Objectives as well prepare for an IEP Team meeting. LBLP's primary role will be to share progress updates, evaluation results, and recommendations for Lindamood-Bell instruction. LBLP will not be responsible for drafting or assisting in drafting goals and objectives. LBLP may participate in an IEP meeting only upon reasonable notice from the School District and only in the limited capacity of explaining any results of testing or services, or the recommendations made for services.

8. STUDENT RECORDS AND DATA

The parties acknowledge and agree that all individual student records that are generated by the School District are intended to be confidential in nature. LBLP and its employees shall not disclose contents of any of the individual student records generated by the School District, its employees, or students, except as required by Federal or State law or court order, or with the prior written permission of the School District.

The School District may request access to the Student's instructional records and materials. LBLP shall respond to all such written requests in a reasonable period of time [not to exceed three business days]. LBLP shall provide copies of records in electronic form unless the School District requests printed copies. Student records include but are not limited to student work, documents, schedules, progress reports, evaluation results, attendance records, and invoices created specifically for or by the Student during the Term of this contract.

9. CONFIDENTIALITY AND RECORD RETENTION

Both parties acknowledge and agree to comply with all laws, rules and/or regulations, as applicable, pertaining to the confidentiality of information obtained, transmitted, reviewed, generated, requested, provided, maintained and/or otherwise utilized in connection with this Contract. This shall include, but not be limited to, the Individuals with Disabilities Education Act ("IDEA"), the Family Educational Rights and



Privacy Act ("FERPA") and any other Federal and/or State law or regulation. Both parties shall comply with all record retention requirements applicable under Federal or State law to the records pertaining to this Contract and in no event shall records be retained for less than five (5) years from the Effective Date of this Contract.

10. USE OF MATERIALS

The School District recognizes and agrees that LBLP's program materials (collectively, the "Program Materials") consist of copyrighted works (collectively, the "Copyrights") and reflect trademarked brands (collectively, the "Marks"). Neither the School District nor its employees or agents shall (i) do anything in connection with the Program Materials, the Copyrights or the Marks that might in any way violate copyright or trademark laws applicable to the Program Materials and their use by School District pursuant to the terms and conditions of this Contract and/or (ii) copy or distribute any portion of the Program Materials without the express prior written permission of an officer of LBLP. The School District hereby acknowledges the validity of each of the Copyrights and Marks, and neither the School District nor its agents shall in any way undertake any action or effort, directly or indirectly, to challenge the ownership or validity of the Marks or the Copyrights, or any other intellectual property of LBLP, Nanci Bell, Phyllis Lindamood, and/or Pat Lindamood. Any reference to all or any portion of the Program Materials in any and all of the School District's advertising materials, websites and other related documents or materials shall be in accordance with LBLP's then-current Terms of Use, a copy of which will be provided to the School District from time to time upon request, and reflect the appropriate disclaimer in a conspicuous manner.

11. INDEMNIFICATION AND HOLD HARMLESS

To the maximum extent permissible by law, LBLP shall indemnify and hold the School District and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance of the Services, to the extent that such loss, expense, damage, or liability was proximately caused by the negligent or willful act or omission of LBLP, including, without limitation, its agents, employees, subcontractors, or anyone employed directly or indirectly by it.

To the maximum extent permissible by law, the School District shall indemnify and hold LBLP and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of (i) this Contract or its performance; and/or (ii) the need for LBLP to protect the Copyrights and/or the Marks, to the extent that such loss, expense, damage, or liability was proximately caused by the negligent or willful act or omission of the School District, including, without limitation, its agents, employees, subcontractors, or anyone employed directly or indirectly by it. The School District shall immediately notify LBLP of any known or expected violation or infringements of the Copyrights or the Marks, whether by an employee or agent of the School District, or by any third party. Further, the School District shall take no action with regard to any such infringements without prior written consent of LBLP.

Proof of insurance may be provided to the School District upon request.

12. CHOICE OF LAW AND VENUE

This Contract shall be deemed to have been made and executed in County of San Bernardino, California. The validity and interpretation of any of the terms of the Contract shall be governed by the laws of the State of California. Both parties expressly agree that venue for any dispute arising under this Contract shall be in the courts in and for the County of San Bernardino, California.

13. ARBITRATION

All disputes between LBLP and the School District shall be submitted to binding arbitration before a neutral arbitrator who is either a retired judge or an attorney with at least ten years experience. The parties



understand that the results of the arbitration shall be binding upon the parties, and that they are waiving their rights to a jury trial. The selection of the arbitrator and location of any hearings before the arbitrator will be decided mutually between the parties within thirty (30) days of an election to arbitrate. If the parties cannot mutually agree on a proposed arbitrator, then the arbitration will be conducted in accordance with the provisions of the California Arbitration Act, Code of Civil Procedure 1280-1294.2. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. The arbitrator (if permitted under applicable law) or such court may issue a writ of execution to enforce the arbitrator's decision.

14. INSURANCE

LBLP shall secure and maintain throughout the term of this Contract the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$3,000,000 in the aggregate, umbrella liability \$3,000,000 each occurrence and \$3,000,000 in the aggregate, workers compensation and employers' liability \$1,000,000 each accident; (ii) errors and omissions in the amount of \$2,000,000 each occurrence and \$2,000,000 in the aggregate; (iii) abuse and molestation in the amount of \$1,000,000 each occurrence and \$3,000,000 in the aggregate.

Upon the District's request, all insurance policies shall include an endorsement stating that the School District, its Board, officers, agents and employees are named additional insureds. Insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the School District. An endorsement may be provided stating that it is primary to any insurance or self-insurance maintained by the School District and shall waive all rights of subrogation against the School District.

16. COVID-19 NOTICES

In the event of an exposure, the Learning Center may close for 14 days and transition to all online (remote) instruction.

We require all employees, students and visitors entering a Lindamood-Bell Learning Center to wear a face covering. Masks are not required during sessions, unless required by the county or state.

All employees, clients, and visitors at Lindamood-Bell's Learning Centers must practice physical distancing as required by federal, state, and local health authorities. This includes maintaining a distance of 6 feet from others when possible and avoiding large gatherings.

16. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purposes and tenor and effect of this Agreement.

17. ENTIRE AGREEMENT

This Agreement, including any exhibits, constitutes the entire Agreement between both parties concerning this transaction, and replaces all previous communications, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No



representations or statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.

18. ALL AMENDMENTS IN WRITING

No waiver, amendment or modification of any provisions of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in any other business forms used by either party will supersede the terms and conditions of this Agreement.

19. NO ASSIGNMENT

It is expressly understood that this Contract shall not be assigned or transferred by either party without prior written notice of the other party.

Each individual executing this Contract on behalf of a party hereto, by his or her signature, represents that he or she maintains full authority on behalf of the applicable party to execute this Contract, and thereby bind the applicable party to all covenants, duties and obligations contained herein.

The parties have executed this Contract by and through their duly authorized representatives:

For Lindamood-Bell Learning Processes

By: Leslie Brazier 07/25/24
Signature Date

Leslie Brazier, COO

For Redlands Unified School District

By: Patti Buchmiller 7/24/24
Signature Date

Patti Buchmiller

Printed Name of Authorized Representative

