



Santa Barbara  
**SCHOOL DISTRICTS**

720 Santa Barbara Street, Santa Barbara, CA 93101  
Phone (805) 963-4338, Fax (805) 963-1992

Date: April 20, 2009  
 To: Dr. J. Brian Sarvis, Superintendent  
 From: Dr. Alan Hilton, Interim Special Education Director  
 Subject: Approval of an Independent Contractor Agreement (2008/2009-125) Paul Filkins, OTR, to conduct an occupational therapy assessment for a special education student

Consent Agenda:  X

Background

The district seeks the service of an independent non-public agency to conduct an occupational therapy assessment for a Santa Barbara School Districts student as per the parent request.

Plan

This contract provides for the one time evaluation of a Santa Barbara School Districts student.

Fiscal Impact:

Not to exceed \$750.00

Funding Source:

General Fund

Recommendation (For Action/Consent items only)

It is recommended the board approve the Independent Contractor Agreement with Paul Filkins, OTR.

<b>Attachment(s)?</b>	<input checked="" type="checkbox"/>	<b>Yes (if so, please attach)</b>	<input type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Powerpoint</b>	<input type="checkbox"/>	<b>Overhead</b>	<input type="checkbox"/>	<b>Consultant</b>
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Adams Elementary School	McKinley Elementary School	Roosevelt Elementary School	Goleta Valley Junior High School	Dos Pueblos High School
Cesar Chavez Charter School	Monroe Elementary School	Santa Barbara Charter School	La Colina Junior High School	La Cuesta Continuation High School
Cleveland Elementary School	Open Alternative School	Santa Barbara Community Academy	La Cumbre Junior High School	San Marcos High School
Franklin Elementary School	Peabody Charter School	Washington Elementary School	Santa Barbara Junior High School	Santa Barbara High School
Harding Elementary School				Home School Santa Barbara

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 28 day of April, 2009, by and between Paul Filkins, OTR hereinafter referred to as "Independent Contractor" and Santa Barbara School Districts, hereinafter referred to as "District."

WHEREAS, the District is in need of Independent Education Evaluation ("IEE") as defined by 34 C.F.R. § 300.502;  
WHEREAS, such services are made available at no cost from public agencies;  
WHEREAS, Independent Contractor is specially trained, experienced and competent to provide the special services required; and  
WHEREAS, such services are needed on a limited basis;  
NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY Independent Contractor:

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Occupational Therapy Assessment for Student: [REDACTED]

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2. The Independent Contractor will commence providing services under this AGREEMENT on April 29, 2009, and will diligently perform as required and complete performance by May 18, 2009. Independent Contractor shall be under the control of the District as to the result to be accomplished but not as to the means or manner by which such result is to be accomplished. Accordingly, this AGREEMENT is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. The Independent Contractor understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.
3. The Independent Contractor warrants that it is qualified to perform the services under this AGREEMENT, and that it meets all minimum qualification standards imposed by law or by any of the following entities: the District, the California Department of Education, the County Office of Education, or the special education local plan area.
4. The District will prepare and furnish to the Independent Contractor upon request such information as is reasonably necessary to the performance of the Independent Contractor to this AGREEMENT.
5. The Independent Contractor shall perform its IEE in accordance with the requirements of California Education Code section 56320, and any assessment or evaluation report prepared by the Independent Contractor shall conform to the requirements of Education Code section 56327. These statutes are incorporated into this AGREEMENT by this reference and made a part hereof.
6. The District shall pay the Independent Contractor not to exceed \$750.00 for the services pursuant to this AGREEMENT. Payment shall be made upon receipt of written report. Independent Contractor shall submit an invoice to the District **30** days in advance of each payment due date.
7. The District may at any time for any reason terminate this AGREEMENT and compensate Independent Contractor only for services rendered to the date of termination. Written notice by the District's Superintendent shall be sufficient to stop further performance of services by Independent Contractor. The notice shall be deemed given when received or not later than three days after the date of mailing whichever is sooner.

## INDEPENDENT CONTRACTOR AGREEMENT

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8. Independent Contractor agrees to and shall defend, hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for death or bodily injury to property, or any other loss, damage or expense sustained by the Independent Contractor or any person, firm or corporation employed by the Independent Contractor upon or in connection with the services called for in the AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
  - (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school property, except for liability for damages which result from the sole negligence or willful misconduct for the District, its officers, employees, or agents.

The foregoing defense and indemnity obligations shall survive the termination of this AGREEMENT. At all times when this AGREEMENT is in effect, the Independent Contractor, at Independent Contractor's sole expense, shall maintain in full force and effect a policy of comprehensive general liability insurance.

9. The Independent Contractor hereby grants permission to the District to videotape for later use within the District without restrictions any and all presentations made by the Independent Contractor.  
Yes \_\_\_\_\_ No \_\_\_\_\_
10. The AGREEMENT may not be subcontracted or assigned without written consent of the parties hereto. Any assignment not approved in writing is void. To the extent the parties agree to an assignment or subcontract, such subcontracts or assignments may be entered into only with providers which possess the required qualifications for performance of an IEE. Any sub-contractor or assignee shall be bound by all of the terms of this AGREEMENT, including but not limited to all indemnification provisions.
11. In addition to any other laws specified in this AGREEMENT, Independent Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to those laws pertaining to workers' compensation.
12. Independent Contractor, if any employee of another public agency, certifies that Independent Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
13. This AGREEMENT may be modified or amended only by a written document signed by authorized representatives of District and Independent Contractor.
14. This AGREEMENT constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.
15. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Santa Barbara County, California.
16. If any provision of this AGREEMENT is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

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IN WITNESS WHEREOFF, The parties hereto have caused this AGREEMENT to be executed.

**INDEPENDENT CONTRACTOR**

**SANTA BARBARA HIGH  
SCHOOL DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
J. Brian Sarvis, Ed.D., Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**. Paul Fiklins, OTR**  
\_\_\_\_\_  
Company Name

**1793 Aleppo Court**  
\_\_\_\_\_  
Address

**Thousand Oaks, CA 91362**  
\_\_\_\_\_  
City, State, Zip

**(805) 402-5823**  
\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
FAX No.

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Federal ID for business/Social Security No. for individuals