



Santa Barbara
SCHOOL DISTRICTS

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

Date: September 22, 2009
 To: Dr. J. Brian Sarvis, Superintendent
 From: Dr. Caryl Miller, Executive Administrator Special Education
 Subject: Approval of an Independent Contractor Agreement (2009/2010-304) **Dr. Carol Atkins**, to conduct an Auditory Processing Evaluation for a special education student

Consent Agenda: X

Background

The district seeks the service of an independent non-public agency to conduct Auditory Processing Evaluation 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 \$3,000

Funding Source:

General Fund

Recommendation (For Action/Consent items only)

It is recommended the board approve the Independent Contractor Agreement with Dr. Carol Atkins.

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

THIS AGREEMENT is made and entered into this 22nd day of September, 2009, by and between Dr. Carol Atkins, 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:

Auditory Processing Evaluation for student-

2. The Independent Contractor will commence providing services under this AGREEMENT on September 22, 2009, and will diligently perform as required and complete performance by October 31, 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 \$3,000 for the comprehensive evaluation services pursuant to this AGREEMENT. Payment shall be made upon receipt of written report and invoice. 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.

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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

Dr. Carol Atkins

Company Name
25255 Cabot Road

Address
Laguna Hills, CA 92653

City, State, Zip
(949) 951-3365

Phone No.

FAX No.

Federal ID for business/Social Security No. for individuals