

**HOLLISTER SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

P.O. # _____

THIS AGREEMENT is made and entered into this 10 day of JUNE, 2022, by and between RO HEALTH, INC. a

corporation, partnership, limited liability corporation, sole proprietor, whose mailing address is 1900 NICKERSON ST., WEST SUITE 200, SEATTLE, WA. 98119 physical address is Same as Above

Hereinafter referred to as "CONTRACTOR" and Hollister School District, hereinafter referred to as "DISTRICT."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR has the required background, experience, expertise, and is specially trained to perform the special services required by DISTRICT, and such services are needed on a limited basis; and

WHEREAS, DISTRICT maintains certain confidential information including trade secrets, student records, and all other information not clearly known to the public and/or confidential pursuant to law. The DISTRICT's trade secrets and other proprietary and confidential information includes the whole or any processes, procedures, confidential business or financial information, and all other trade secret information not clearly known to the public, hereinafter referred to as "CONFIDENTIAL INFORMATION."

NOW, THEREFORE the Parties, for the consideration stated herein, mutually agree to enter into this AGREEMENT subject to the following terms and conditions:

1. **Services.** DISTRICT hereby engages CONTRACTOR as an Independent Contractor to provide the following services, hereinafter referred collectively to as the "SERVICES":

TO PROVIDE THREE REGISTERED BEHAVIOR TECHNICIANS FOR ESY FROM JUNE 10-JULY 8 AS STATED IN THE STUDENT'S IEP'S. Additional Students may be assigned to Service Provider's caseload as needed by the Special Education Department. Work hours will be 4.5 hours per day which includes service provision, collaboration, meetings, and IEP attendance. Special Education Administration will need to PRE-APPROVE any additional hours for Service Providers.

When the Service Provider is absent, RO Health Inc. will supply a substitute. If a substitute is not secured, the Special Education Department will be notified and will not be billed for the day that the absence occurred.

This Contract excludes services during non-student days, school Holidays, and school breaks.

This contract will include BCBA support, including RBT supervision by BCBA.

CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the DISTRICT. CONTRACTOR shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from DISTRICT. CONTRACTOR shall have sole discretion and control of CONTRACTOR's services and the manner in which they are performed.

2. Term. The term of this AGREEMENT shall commence on the 10TH day of JUNE, 2022 and terminate on the 8TH day of JULY, 2022. CONTRACTOR understands and agrees the DISTRICT has no obligation to extend the terms of this AGREEMENT, or contract for the provision of any future services, and makes no warranties or representations otherwise. Neither CONTRACTOR nor DISTRICT is required to renew this AGREEMENT in subsequent contract years. However, the parties acknowledge that any subsequent AGREEMENT is to be renegotiated prior to June 30, 2023. (Title 5 California Code of Regulations sections 3062 (d)).

3. Submittal of Documents. CONTRACTOR shall not commence the SERVICES under this AGREEMENT until CONTRACTOR has submitted and the DISTRICT has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required, which shall be incorporated herein by reference, as indicated below: *(Please indicate documents that apply)*

Signed Agreement
 Insurance Certificates and Endorsements
 W-9 Form Attached On file
 Worker's Compensation Certification
 Fingerprinting/Criminal Background Investigation Certificate
 Tuberculosis Clearance
 Copy of current license or credential required for type of service
 STRS Retirement Date: _____
 PERS Retirement Date: _____

4. Compensation. DISTRICT agrees to pay CONTRACTOR for the performance of SERVICES satisfactorily rendered pursuant to this AGREEMENT, according to the following rates, terms and conditions. DISTRICT agrees to pay CONTRACTOR on the following basis:

Not to exceed \$ 12,800.00 total fee for Services.

The basis of the fee for Services shall be as follows:

- a. \$ 47.00 per hour for a maximum of N/A hours,
- b. \$ N/A per day for a maximum of N/A days, or
- c. \$ N/A per engagement as may be requested by DISTRICT.

Checks will be made payable to CONTRACTOR and mailed to above address upon receipt of an invoice. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. DISTRICT agrees to pay CONTRACTOR within thirty (30) days of receipt of detailed invoice and/or DISTRICT form for Independent Contractor Request for Payment.

- 4.1. Incidental Expenses: N/A
- a. Lodging: Not to exceed \$ N/A per night.
 - b. Meals: Reimbursement limited to current rate for District employees.
 - c. Travel: Contractor will not be reimbursed for travel costs within 60 miles of DISTRICT. Other travel costs to reimburse at the current allowable IRS rate.
 - d. Supplies: As negotiated with school/department contracting for service. Not to exceed \$ N/A.

5. Termination of Agreement. This agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice. CONTRACTOR will be compensated only for satisfactory work performed up to the date of termination.

6. Relationship of the Parties. CONTRACTOR enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall CONTRACTOR be considered an employee of DISTRICT within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, worker's compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall CONTRACTOR look to DISTRICT as his/her employer, or as a partner, agent, or principal. CONTRACTOR shall not be entitled to any benefits accorded to DISTRICT's employees, including, without limitation, worker's compensation, disability insurance, vacation, or sick pay. CONTRACTOR shall be responsible for providing at CONTRACTOR'S expense, and in the CONTRACTORS name, disability, worker's compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

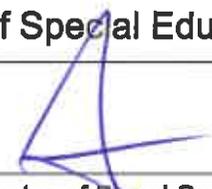
CONTRACTOR shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide DISTRICT with proof of said payments upon demand. CONTRACTOR hereby indemnifies DISTRICT for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by DISTRICT arising out of CONTRACTOR'S breach of this Section.

12. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

13. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of the Agreement shall be maintained in San Benito County, California.

14. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorney's fees shall be counted in calculating the amount of judgment for purposes of determining whether a party is entitled to its costs or attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their duly authorized representatives on the dates indicated below.

HOLLISTER SCHOOL DISTRICT	CONTRACTOR
BY: <u></u> <u>June 15, 2022</u>	BY: _____
Administrator Date	Date
Title: <u>Director of Special Education</u>	Title: _____
Authorized by: <u></u>	<u>6/17/22</u>
Director of Fiscal Services	Date
Approved: <u></u>	<u>6/20/22</u>
District Superintendent	Date
Date of Board Approval _____	Board Item # _____

Funding Source:

010	6500	0	5830	00	5750	1110	000000	001	0015	50	%
Fund	Resource	Yr	Object	Sub	Goal	Func.	Cost Center	Site	Mgr.		
010	6500	0	5830	00	5770	1120	000000	001	0015	50	%
Fund	Resource	Yr	Object	Sub	Goal	Func.	Cost Center	Site	Mgr.		
-	-	-	-	-	-	-	-	-	-	-	%
Fund	Resource	Yr	Object	Sub	Goal	Func.	Cost Center	Site	Mgr.		
-	-	-	-	-	-	-	-	-	-	-	%
Fund	Resource	Yr	Object	Sub	Goal	Func.	Cost Center	Site	Mgr.		

Original: Business Office- Accounts Payable
 Copy: Requesting Department
 Copy: Contractor