

**AGREEMENT FOR SERVICE BETWEEN
The Campbell Union School District and EvalGroup**

This agreement is made as of this day of July 1st 2019-June 30th 2020, by and between the Campbell Union School District ("CUSD") and EvalGroup ("CONTRACTOR") to provide services. NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES in consideration of the payments hereinafter set forth, CONTRACTOR shall perform services for CUSD in accordance with the terms, conditions, and specifications set forth herein: The CONTRACTOR agrees to provide Occupational Therapist, Aubree Hoepper (185 days), Occupational Therapy and Services to CUSD students.

- A. Scope of Services: OT services and assessments.
- B. Deliverables evaluations, reports, meetings, and OT services.

2. TERM OF AGREEMENT: The term of this agreement is from July 1st 2019 through June 30th 2020. This is for the 19-20 school year.

3. COMPENSATION: The CONTRACTOR agrees to perform all the services of this agreement at the rate of \$ 115.00 per hour, at 8 hours daily for 177 days, not to exceed \$ 162,840.00

4. PAYMENT: The CONTRACTOR shall submit an invoice detailing the services performed during the billing period at the end of each month. Invoices are due by district within 45 days of receipt. The contractor is responsible to comply with all state and federal tax requirements and is the CONTRACTOR'S sole responsibility.

5. EQUIPMENT AND MATERIALS: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance on the Agreement.

6. USE OF SUBCONTRACTORS: CONTRACTOR shall not assign this Agreement or any portion thereof to a third party without the prior written consent of CUSD. LICENSES AND PERMITS: It shall be the CONTRACTOR's responsibility to obtain and keep in force any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

8. COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES: CONTRACTOR and all subcontractors shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this agreement, and shall execute all necessary certifications of compliance therewith.

9. RELATIONSHIP OF THE PARTIES: CONTRACTOR agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of CUSD and that CONTRACTOR acquires none of the rights, privileges, powers or advantages of CUSD employees.

10. INSURANCE: CONTRACTOR shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect CONTRACTOR and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from CONTRACTOR's operations under this Agreement, whether such operations be by CONTRACTOR, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:

Comprehensive General Liability... \$1,000,000 (applies to all agreements)

Motor Vehicle Liability Insurance. \$1,000,000 (to be checked if motor vehicle used in performing services)

Professional Liability. \$1,000,000 (to be checked if Contractor is a licensed professional)

The CONTRACTOR will provide proof of insurance and will identify CUSD as an additional insured.

11. WAIVER: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement

12. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, physical handicap, or national origin.

13. HOLD HARMLESS: CONTRACTOR agrees to indemnify and defend the District, its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the performance of this agreement.

14. DISPUTE RESOLUTION: Should any dispute arise out of this Agreement, the Parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be shared by the CONTRACTOR and CUSD. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.

15. GOVERNING LAW: This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of Santa Clara.

16. TERMINATION: CUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. CUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, CUSD may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, CUSD may secure the required services from another contractor. If the cost to CUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

17. COMPLETENESS OF AGREEMENT: This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing. IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers:

Shelly Viramontez, EdD.
Campbell Union School District
Superintendent of Schools

Doris Kanoun
EvalGroup
Director