



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Mountain View-Los Altos Union High School District hereinafter referred to as "DISTRICT," and Ed Sped Solutions Inc., hereinafter referred to as "CONTRACTOR."

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 any persons who are highly and technically skilled in their science or profession; and

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by the Contractor: With oversight from the Special Education Administrator, Neena Mand, provide Registered Behavior Technicians and Behavior Technician.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **July 1, 2023, and will diligently perform as required and complete performance by June 30, 2024.**

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered and expenses pursuant to this AGREEMENT a total fee not to exceed One Hundred Ninety Thousand Dollars, \$190,000.00. This amount will not be exceeded without written authorization by the Associate Superintendent of Business Services, of the DISTRICT.

4. Invoicing. CONTRACTOR shall submit an invoice, which lists the service to DISTRICT of the prior month. Said invoice shall be submitted to DISTRICT on or about the first day of each month during the term of this AGREEMENT. Upon verification of the invoice, DISTRICT agrees to pay same within thirty (30) days after receipt.

5. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

6. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR 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. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes, retirement contributions, and other contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR and CONTRACTOR's employees.

7. **Materials.** CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as provided for in Paragraph 5. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

8. **Originality of Services.** CONTRACTOR agrees that all technologies, formulas, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

9. **Copyright/Trademark/Patent.** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. **Termination.** DISTRICT or CONTRACTOR may, at any time, with or without reason, terminate this AGREEMENT and CONTRACTOR will be compensated only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT or CONTRACTOR shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or the DISTRICT or no later than three days after the day of mailing, whichever is sooner.

11. **Insurance.** Pursuant to Section 10, CONTRACTOR agrees to carry comprehensive general liability insurance with limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than July 1, 2023, CONTRACTOR shall provide DISTRICT with certification of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its officers, agents, and employees as additional insured under said policy. (Contact the Business Office to determine limits.)

12. **Assignment.** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

13. **Compliance With Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in operation covered by this AGREEMENT or accruing out of the performance of such operations.

14. **Entire Agreement/Amendment.** This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersedes any prior or contemporaneous understanding or AGREEMENT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

15. **Affirmative Action Employment.** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national

origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

16. **Non Waiver.** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of the AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

17. **Notice.** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:
Mountain View Los Altos Union
High School District
1299 Bryant Avenue
Mountain View, CA 94040-4599

CONTRACTOR:
Ed Sped Solutions Inc.
39159 Paseo Padre Pkwy # 205
Fremont CA 94538

20. **Severability.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

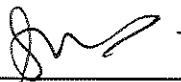
21. **Governing Law.** The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Santa Clara County, California.

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF July 2023.

DISTRICT:
Mountain View Los Altos Union High School District

CONTRACTOR:
Ed Sped Solutions Inc.

By: _____
Signature

By:  _____
Signature

Mike Mathiesen, Associate Supt. Business Services
Name and Title

CEO
Name and Title

831554738
Social Security or Taxpayer ID #