



OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

3877 Lusk Street | Oakland, CA 94608 | 510 594 3900 | oakmil.org

INDEPENDENT EDUCATIONAL EVALUATION SERVICE AGREEMENT

This INDEPENDENT EDUCATIONAL EVALUATION SERVICE AGREEMENT ("Agreement") is entered into by and between Oakland Military Institute College Preparatory Academy, a local educational agency (the "LEA"), and School Psychology Group, Inc. ("Independent Evaluator") as of 06AUG2024 (date).

WHEREAS, the LEA is in need of an Independent Education Evaluation ("IEE") as defined by 34 C.F.R. § 300.502;

~~WHEREAS, such services are made available at no cost to parents from public agencies;~~

~~WHEREAS, Independent Evaluator 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 agree as follows:

1. SCOPE OF SERVICES:

Independent Evaluator shall provide the following services:

Psychoeducational Assessment and mandatory participation in the subsequent IEP meeting.

Services shall be delivered at LEA sites such as schools and administrative facilities, unless otherwise agreed in writing by the LEA and Independent Evaluator.

2. TERM OF AGREEMENT

The Independent Evaluator will commence providing services under this Agreement on 06AUG2024 (date), and will diligently perform as required and complete performance by 31MAY2025 (date). Independent Evaluator shall be under the control of the LEA as to the result to be accomplished but not as to the means or manner by which such result is to be accomplished. Accordingly, the Agreement is by and between two independent agencies 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 Evaluator 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. QUALIFICATIONS

The Independent Evaluator 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 LEA, the California Department of Education, the County Office of Education, or the special education local plan area.

Independent Evaluator shall at all times enforce strict discipline and good order among his/her employees and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of Independent Evaluation whom the LEA may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent of the LEA. All employees of Independent Evaluator who will be in individual contact with students must have a valid fingerprint and background check completed prior to undertaking responsibilities.

Independent Evaluator further 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.

The Independent Evaluator and all of its employees, agents, and sub-contractors shall secure and maintain in force, at Independent Evaluator's sole cost and expense, such licenses and permits as required by law, in connection with the furnishing of services, materials, or supplies herein listed.

4. PUPIL INFORMATION

The LEA will prepare and furnish to the Independent Evaluator, upon request, such information as is reasonably necessary to the performance of the Independent Evaluator under this Agreement.

As an independent evaluator performing services for the LEA, Independent Evaluator understands that he or she has been or may be granted access to student records which contain individually identifiable information which is protected by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Independent Evaluator hereby agrees, in accordance with the provisions of FERPA, to preserve the confidentiality of any and all student records that he or she views or has access to during the course of the working relationship with the LEA.

Independent Evaluator understands that access to student records is granted solely on the need to fulfill his or her contractual responsibilities and that he or she will not copy, store, disclose or otherwise use such information except in the fulfillment of these responsibilities.

Independent Evaluator acknowledges that he or she fully understands that the intentional disclosure of this information to any unauthorized person could subject Independent Evaluator to criminal and civil penalties imposed by law. Independent Evaluator further acknowledges that such willful or unauthorized disclosure also violates LEA policy and could constitute cause for termination of the relationship with the LEA, regardless of whether criminal or civil penalties are imposed.

5. STATUTORY/LEGAL COMPLIANCE

Independent Evaluator shall perform its IEE in accordance with the requirements of California Education Code § 56320, and any assessment or evaluation report prepared by the Independent Evaluator shall conform to the requirements of California Education Code § 56327. These statutes are fully incorporated into the Agreement by this reference and made a part hereof. In addition to any other laws specified in this Agreement, Independent Evaluator 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.

6. WRITTEN REPORT

As part of the contracted evaluation, Independent Evaluator shall release their assessment information including protocols and results directly to the LEA prior to the receipt of payment for services. Upon request, the report containing all necessary assessment and eligibility sections shall be provided to the LEA five (5) days prior to the date of the IEP meeting. The LEA shall receive the report no later than the same date the Student's family receives the report. The results of the independent evaluation will be considered in making educational decisions as required by applicable law.

7. PAYMENT

Independent Evaluator shall submit an invoice including dates of assessment, observation(s), and hourly rates to LEA upon completion of the evaluation. LEA shall pay the Independent Evaluator \$7500.00 per Independent Psychoeducational Educational Evaluation (Combined cognitive and academic), not to exceed \$7500.00 in total for services provided pursuant to this Agreement. Payment shall be made upon receipt of the written report provided pursuant to the terms of this Agreement in accordance with the LEA's normal billing cycles.

8. TERMINATION OF AGREEMENT

This Agreement shall terminate on the last day of service as provided above except:

- a. LEA may terminate at any time if the Independent Evaluator does not perform, or refuses to perform according to this Agreement.
- b. LEA may terminate services of Independent Evaluator at any time if, in the professional judgment of the LEA representative named herein, Independent Evaluator's performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet LEA's requirements.
- c. In the event of early termination, Independent Evaluator shall be paid for all work or services performed to the date of termination together with an amount of approved expenses due and owing.
- d. Written notice by LEA shall be sufficient to cease further performance of services by Independent Evaluator. The notice shall be deemed given when received by the Independent Evaluator or not later than three days after the date of mailing, whichever is sooner.

9. HOLD HARMLESS AGREEMENT

Independent Evaluator agrees to and shall defend, hold harmless and indemnify LEA, 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 injury to person or property, or any other loss, damage or expense sustained by the Independent Evaluator or any person, firm or corporation employed by the Independent Evaluator upon or in connection with the services called for in this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the LEA, 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 LEA, arising out of, or in any way connected with the services covered by this Agreement, regardless of the location where the injury was suffered, except for liability for damages which result from the sole negligence or willful misconduct of the LEA, its officers, employees, or agents.

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

10. ASSIGNMENT OF AGREEMENT

Independent evaluator shall not assign nor transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations under this Agreement without prior written consent of the LEA. 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 subcontractor or assignee shall be bound by all of the terms of this Agreement, including but not limited to all indemnification provisions.

11. ANTI-DISCRIMINATION

It is the policy of the LEA that in connection with all work performed under agreements, there shall be no discrimination against any employee engaged in the work because of race, religion, ethnic background, or national origin, language, gender, sexual orientation, economic status, physical or developmental disabilities, or other special needs, and therefore the Independent Evaluator agrees to comply with the applicable Federal and California Laws, including but not limited to the California Fair Employment & Housing Act and applicable regulations.

12. INSURANCE

The Independent Evaluator shall not commence work under this Agreement until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted and approved by the LEA. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the LEA'S written consent. LEA shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation.

- a. The Independent Evaluator shall procure and shall maintain during the life of this agreement Worker's Compensation Insurance on all of its employees to be engaged in work on the project under this agreement.
- b. The Independent Evaluator shall procure and maintain during the life of this agreement, a policy of Public Liability Insurance in the amount of \$1,000,000 for bodily injury and property damage, which policy shall name LEA an additional insured.

13. EMPLOYEE OF ANOTHER PUBLIC AGENCY

Independent Evaluator, if an employee of another public agency, certifies that Independent Evaluator 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. While engaging in carrying out other terms and conditions of this Agreement, Independent Evaluator is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the LEA.

14. MODIFICATION

This Agreement may be modified or amended only by a written document signed by authorized representatives of LEA and Independent Evaluator.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

16. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of California with venue in Alameda County, California.

17. SEVERABILITY

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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

INDEPENDENT EVALUATOR

LEA

DocuSigned by:
Dr. Ruth Rubalcava
257C46DA04554EC...

Signature

Signature

6/3/2024

03 JUN 2024

Date

Date

Dr. Ruth Rubalcava

Dr. Mary Streshly

Mrs. Shawna Lipsey

Printed Name

Printed Name

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