

TK Waugh & Co.

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Agreement

This agreement, entered into January 13, 2016, by and between TK Waugh and Company, a consulting company, hereafter called "Contractor" and San Carlos School District, 1200 Industrial Road, San Carlos, CA 94070

Services of Contractor: This agreement is being entered into for the purpose of providing the services detailed in Scope of Services: *vision and/tearing screenings as needed for 2015-16 school year.*

1. **Payments:** In consideration of the services set forth in the paragraph (1) above, San Carlos School District shall pay to contractor a fee of \$70.00 per hour in accordance with the proposed schedule of fees and shall pay for any and all materials and services purchased on their behalf. Payment shall be made upon receipt of an invoice.
2. **Responsibilities:** Under this agreement the parties agree to the commitment to undertake and be fully engaged in the Scope of Services.
3. **Scope of Services:** vision and hearing screening for the 2015-16 school year.
4. **Relationship of the Parties:** It is understood that this is an agreement by and between independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor.
5. **Indemnification and Insurance:** Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this section has been obtained. 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 for any and all claims for bodily injury 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 an agent of either of them.
6. **Amendment and Termination:** Either party may amend this agreement at any time with mutual consent of San Carlos School District and the Contractor. Either party may terminate this agreement on fifteen (15) days prior written notice of its intent to terminate.

Signature:

Title:

Date:

Katy Waugh
School Nurse Consultant
March 23, 2016

Signature:

Title:

Date:

M. G. Wierpunga
Assistant Superintendent -
Educational Services
March 23, 2016