

**SAN CARLOS SCHOOL DISTRICT**

1200 Industrial Road  
San Carlos CA 94070

AGREEMENT WITH INDEPENDENT CONTRACTOR

This Agreement, entered into this 17<sup>th</sup> day of February 2016, by and between the San Carlos School District, a public school district of the State of California, hereinafter called "District," and Todd Da ly hereinafter called "Contractor."

1. **Services of Contractor:** The contractor shall provide Psychoeducational assessments as requested on the following days, between July 1, 2015 to June 30, 2016 as determined by the District school calendar.
2. **Payments:** During the term of this agreement, in consideration of the services set forth in paragraph (1) above, District shall pay to Contractor, at a rate of \$2,200.00 per Psychoeducational assessment, totaling three assessments or a sum of money not to exceed \$6,600.00 in total. **Payment shall be made upon receipt of invoices and written logs outlining services rendered to students and date of services submitted by Contractor in a form reasonably prescribed by the District.**
3. **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.
4. **Indemnification and Insurance:** Contractor agrees to hold District harmless from any damage or injuries which may occur to persons or property as a result of contractor's activities or services pursuant to their agreement, including but not limited to, damage or injuries to self, agents or employees. The duty to indemnify all include the duty to defend.
5. **Non-assignability:** Contractor shall not assign this agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this section automatically shall terminate this agreement.
6. **Termination:** Either party may terminate this agreement on 30 days prior written notice.

**SAN CARLOS SCHOOL DISTRICT**

BY:  2/26/16

Mary Jude Doerpinghaus

Assistant Superintendent of Educational Services

**CONTRACTOR**

BY:

Fill in with Name  
Fill in Agency



TODD J. DALY  
DALY EDUCATIONAL SERVICES  
(650) 248-0237