

SAN CARLOS SCHOOL DISTRICT

1200 Industrial Road
San Carlos CA 94070

AGREEMENT WITH INDEPENDENT CONTRACTOR

This Agreement, entered into this 24th 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 Starfish Therapies, hereinafter called "Contractor." It is the district's understanding that Contractor possesses a current Master Contract with the SELPA and appropriate documentation accordingly is held with them.

1. **Services of Contractor:** The contractor shall provide a Physical Therapy Assessment 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 \$108.00 per hour, totaling 5 hours or a sum of money not to exceed \$540.00 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:


2/24/16

Fill in with Name

Stacy M. Menz

Fill in Agency: Starfish Therapies