

## Service Agreement

A purchase order must accompany agreement.

This agreement, by and between the Sylvan Union School District, hereinafter referred to as District, and the following entity, hereinafter referred to as Contractor, is for the services as specified and is subject to the conditions below.

**Contractor Name:** Fagundes Speech Center, LLC

**Contractor Address:** 620 East Olive Avenue  
Turlock, CA 95380

**Contractor Representative:** Theresa Fagundes

**Contractor Phone:** (209) 535-8422

**Description of Service to be Provided by Contractor:** Speech Therapy services

**Service dates:** From: September 13, 2017 To: December 31, 2018

**Termination:** Unless other arrangements are stated under other provisions, this agreement may be terminated by the District at its sole discretion, upon thirty-day advance written notice thereof the Contractor, or cancelled immediately by mutual written consent.

**Independent Contractor Status** The District and the Contractor are two independent entities and the contract is not intended to and shall not be construed to create the relationship of agent, employee, partner, or joint venture.

**School District's Obligation** In consideration of Contractor's provision of service(s) as described in the Description of Services and subject to the payment limit expressed herein, the District shall pay Contractor, upon documented evidence of completion of service(s), per billing cycle with receipt of invoice and required documents(if stated under Other Provisions.)

**Contractor's Obligation** The Contractor shall provide service(s) as described in the Description of Services hereto and incorporated herein by reference.

**Indemnification** The Contractor shall defend, save harmless and indemnify the District and its officers and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, or including without limitation, all consequential damage, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the Contractor, its agents or employees.

**Tax Reporting/Payment Responsibilities** The District shall provide an annual statement of compensation paid on the appropriate federal and state tax forms. The Contractor is responsible for payment of any federal and or state tax amounts due.

**Anticipate Costs:** 20 minute sessions x 42 sessions x \$45/session = \$1,890.00  
NOT TO EXCEED \$2,100.00

**Other Provisions:** A W-9 form is attached and required for payment.

**Signatures:**

Sylvan School District Administrator

Date

Contractor

Date