

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: Terriann Zeek Tutoring Services
Contractor Address: 3520 Rexford Drive, Modesto, CA

Contractor Representative: Terriann Zeek
Contractor Phone: 209-577-6895

Description of Service to be Provided by Contractor: One-to-one tutoring using the Barton Reading & Spelling System

Service dates: From: 5/23/18 To: 8/3/18

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: \$35.00 an hour, 4 hours a week for a maximum of 12 weeks. TOTAL Cost not to exceed \$2000.

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

Signatures:

Sylvan School District Administrator

Date

Contractor

Date