



AGREEMENT FOR SERVICE BETWEEN The San Mateo Foster City School District and EvalGroup

This agreement is made as of June 2021 through August 2021 by and between the San Mateo Foster City School District ("SMFC") and EvalGroup ("CONTRACTOR") to provide services. NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES in consideration of the payments hereinafter set forth, CONTRACTOR shall perform services for SMFC in accordance with the terms, conditions, and specifications set forth herein: The CONTRACTOR agrees to provide Anne Hoyer Occupational Therapist Services OT Services to SMFC students.

- A. Scope of Services: OT services and assessments.
- B. Deliverables evaluations, reports, meetings, and OT services.

2. TERM OF AGREEMENT: The term of this agreement is from June 2021 through August 2021.

3. COMPENSATION: The CONTRACTOR agrees to perform all services this agreement at the hourly rate of \$128 for 8 hours at 25 days, not to exceed \$ 25,600.00.

4. PAYMENT: The CONTRACTOR shall submit an invoice detailing the services performed during the billing period at the end of each month. Invoices are due by district within 45 days of receipt. The contractor is responsible with all state and federal tax requirements and is the CONTRACTOR.

5. EQUIPMENT AND MATERIALS: SMFC shall provide all equipment, materials, and supplies necessary for performance Agreement.

6. USE OF SUBCONTRACTORS: CONTRACTOR shall not assign this Agreement or any portion thereof to a third party without the prior written consent of SMFC.

7. LICENSES AND PERMITS: It shall be the CONTRACTOR's responsibility to obtain and keep in force any license, permit or approval required from any agency for work/services to be performed at own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

8. COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES: CONTRACTOR and all subcontractors shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this agreement, and shall execute all necessary certifications of compliance therewith.

9. RELATIONSHIP OF THE PARTIES: CONTRACTOR agrees and understands that the work/services performed under this Agreement are performed as an Contractor and not

as an employee of SMFC and that CONTRACTOR acquires none of the rights, privileges, powers or advantages of SMFC employees.

10. **INSURANCE:** 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 from any and all claims for damages for bodily injury, including accidental death, 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 by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:

Comprehensive General Liability... \$1,000,000 (applies to all agreements)

Motor Vehicle Liability Insurance. \$1,000,000 (to be checked if motor vehicle used in performing services)

Professional Liability. \$1,000,000 (to be checked if Contractor is a licensed professional)

The CONTRACTOR will provide proof of insurance and will identify SMFC as an additional insured.

11. **WAIVER:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

12. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, physical handicap, or national origin.

13. **HOLD HARMLESS:** CONTRACTOR agrees to indemnify the District, its employees, and agents from any and all by or arising out of performance this agreement.

14. **DISPUTE RESOLUTION:** Should any dispute arise out of this Agreement, the Parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be shared by the CONTRACTOR and SMFC. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and a good faith attempt to reach a mediated resolution.

15. TERMINATION: SMFC may at any time terminate this Agreement upon written notice to CONTRACTOR. SMFC shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, SMFC may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement.

16. COMPLETENESS OF AGREEMENT: This Agreement constitutes the parties changes shall agree to in writing.

17. IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers:

Patrick Gaffney
Chief Business Officer-Business Services
San Mateo-Foster City School District

Doris Kanoun 6.4.21

Doris Kanoun
EvalGroup
Director

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1. SERVICES in consideration of the payments hereinafter set forth, CONTRACTOR shall perform services for SMFC in accordance with the terms, conditions, and specifications set forth herein: The CONTRACTOR agrees to provide Catherine Croft Speech Language Pathologist Services SLP Services to SMFC students.
 - A. Scope of Services: SLP services and assessments.
 - B. Deliverables evaluations, reports, meetings, and SLP services.
2. TERM OF AGREEMENT: The term of this agreement is from June 2021 through August 2021.
3. COMPENSATION: The CONTRACTOR agrees to perform all services this agreement at the hourly rate of \$128 for 8 hours at 25 days, not to exceed \$ 25,600.00.
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as an employee of SMFC and that CONTRACTOR acquires none of the rights, privileges, powers or advantages of SMFC employees.

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The CONTRACTOR will provide proof of insurance and will identify SMFC as an additional insured.

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1. SERVICES in consideration of the payments hereinafter set forth, CONTRACTOR shall perform services for SMFC in accordance with the terms, conditions, and specifications set forth herein: The CONTRACTOR agrees to provide Jessica Oseguera Speech Language Pathologist Services SLP Services to SMFC students.

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- B. Deliverables evaluations, reports, meetings, and SLP services.

2. TERM OF AGREEMENT: The term of this agreement is from June 2021 through August 2021.

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1. SERVICES in consideration of the payments hereinafter set forth, CONTRACTOR shall perform services for SMFC in accordance with the terms, conditions, and specifications set forth herein: The CONTRACTOR agrees to provide Lisa Matudio Occupational Therapist Services OT Services to SMFC students.

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16. Non-Solicitation: District understands and acknowledges that Contractor expends extensive amounts of time, resources and money educating, training and mentoring its employees. The purpose of these company investments by Contractor is to enhance employee retention and maintain an experienced and well-trained supply of employees capable of providing the Contractor's various services at multiple Districts. Contractor is not in the business of training or recruiting individuals to be hired as employees of District. Accordingly, District agrees that during the term of this Agreement and for the immediate six calendar months following the termination of this Agreement (the "Period"), District shall not directly solicit for employment, offer employment to, or hire any employee of Contractor working at a District, without the prior written consent of Contractor; provided however, the foregoing shall not prohibit District from soliciting or hiring any person who responds to a general advertisement for a job position. In the event that District breaches or violates this Paragraph 13, then District agrees to and shall pay to Contractor as liquidated damages the amount of \$80,000 (eighty thousand dollars) within 30 calendar days. District agrees that it would be impracticable and extremely difficult to determine the amount of actual damages caused to Contractor by a violation of this Paragraph, including but not limited to the loss of the return on Contractor's investment in its employee and losing key employees. The parties agree that this stated amount is a reasonable approximation of the probable damages to Contractor. District, therefore, agrees that this amount of liquidated damages is fair and reasonable under the circumstances existing at the time this Agreement is executed.

. COMPLETENESS OF AGREEMENT: This Agreement constitutes the parties changes shall agree to in writing.

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