



AGREEMENT FOR SERVICES

Speech Pathology

This AGREEMENT FOR SERVICES (“Agreement”) is between:

VOCES BILINGUAL SPEECH PATHOLOGY, L.L.C.
P.O. Box 87671, Tucson, Arizona 85754 (“Voces”)

and

BRAWLEY ELEMENTARY SCHOOL DISTRICT
261 “D” Street, Brawley
Brawley, CA 92227 (“Brawley Elementary School District”).

Background

1. Brawley Elementary School District desires to engage the Services of Voces to provide to its student population a Speech Pathologist who will evaluate, diagnose, and treat students with speech or language disorders.
2. Voces is agreeable to providing such services on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

1. Brawley Elementary School District agrees to engage Voces to provide Speech Pathologist services to evaluate, diagnose, and treat students with speech or language disorders and to formulate individualized treatment programs, keep appropriate records, and inform faculty and parents about students’ progress.

Voces and Brawley Elementary School District agree that the essential duties required by the Speech Pathologist and the Speech-Language Pathology Assistant include but may not be limited to:

- Assess needs of pupils with speech or language disorders and match their needs with programs available through the educational system;

- Meet with students regularly according to treatment program schedule, evaluate, and maintain records of students' progress;
- Report progress to faculty members and meet with them on a regular basis to discuss their evaluations of students' skills as demonstrated in class performance and social interaction with other students;
- Report progress to parents and meet with them regularly. Suggest activities the parents can do with their child to assist and supplement the student's speech therapy program. Attempt to add to their understanding of the program and answer questions or concerns they may have about it;
- Repeat evaluations on a regular basis to measure progress according to professional guidelines;
- Hold discussions with the students to determine their feelings about the program and their progress or any frustrations they may feel about the therapy;
- Keep current with professional literature and attend seminars on a regular basis to maintain and update professional skills;
- Participate in all aspects of preschool/Child Find screenings and evaluations;
- Coordinate the delivery of all speech and language services;
- Consult with teachers and other staff as needed.

Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until June 30, 2017, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.
3. In the event that either party wishes to terminate this Agreement, that party will be required to provide a notice period of 30 days.

Compensation

4. For the services rendered by Voces as required by this Agreement, Brawley Elementary School District will pay to Voces the hourly rate stated below.
5. This compensation will be payable on a monthly basis while this Agreement is in force.

Modification of Agreement

6. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

7. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:
 - a) Brawley Elementary School District
261 "D" Street
Brawley, CA 92227
 - b) Voces Bilingual Speech Pathology, LLC
Guy Manuel Garcia,
P. O. Box 87671
Tucson, AZ 85754
guy@VocesBilingual.com

Or to such other address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

8. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

9. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

10. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

11. It is understood and agreed that Voces will have no liability to Brawley Elementary School District or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Indemnification

12. Brawley Elementary School District will indemnify and hold Voces harmless from any claims against Brawley Elementary School District by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

Inurement

13. This Agreement will inure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Governing Law

14. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Arizona, and instituted in Pima County Superior Court.

Dispute Resolution

15. In the event a dispute arises out of or in connection with this Agreement the parties will attempt to resolve the dispute through friendly consultation.

16. If the dispute is not resolved within a reasonable period, any ensuing litigation will be submitted to court-appointed mediation through Pima County Superior Court.

Severability

17. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

18. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Additional Clauses

19. This contract may be terminated by either party prior to expiration date upon (30) days written notice to the other party. Termination of this Contract will not relieve the service provider of responsibility for the satisfactory completion of all work in progress at the time of notice.

Insurance Clause

20. Certificates of Insurance shall be provided by VOCES providing Commercial General Liability Coverage within (10) days after the Brawley Elementary School District issues a notice of award. VOCES shall procure and maintain until all of their obligations have

been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by VOCES his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Brawley Elementary School District in no way warrants that the minimum limits contained herein are sufficient to protect the VOCES from liabilities that might arise out of the performance of the work under this contract by VOCES, his agents, representatives, employees or subcontractors and VOCES is free to purchase additional insurance as may be determined necessary

a. Minimum Scope and Limits of Insurance: VOCES shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$1,000,000
- Each Occurrence \$1,000,000

2. Worker's Compensation and Employer's Liability

- Worker's Compensation Statutory
- Employer's Liability
 - Each Accident \$100,000
 - Disease – Each Employee \$100,000
 - Disease – Policy Limit \$500,000

SPECIFIC PROVISIONS REGARDING EMPLOYMENT & COMPENSATION:

21. The Consultant will provide the following services:

- Bilingual Masters Level Clinician \$ 90.00/HR

22. Options for service

___1 day a week, 8.0 hours/day, for 35 weeks for a total of 280 hours and an estimated cost of \$25,200. 00

____2 days a week, 8.0 hours/day, for 35 weeks for a total of 560 hours and
an estimated cost of \$50,400.00

23. Evidence of services rendered will consist of the following:

a. Bimonthly Itemized Invoice

24. This contract becomes effective August 15, 2016 and terminates June 30, 2017.

DATED THIS ____ day of _____, 2016.

BRAWLEY ELEMENTARY SCHOOL DISTRICT

Superintendent

VOCES BILINGUAL SPEECH PATHOLOGY, L.L.C.

Voces Bilingual Speech Pathology, LLC
Guy Manuel Garcia, President