



### **Speech Pathology Contract**

Contractor, as defined below, hereby accepts employment with the School District named below to provide Speech Pathology Services under the following terms and conditions:

Contractor: The Gift of Speech, a Professional Speech-Language Pathology Corporation  
4719 Quail Lakes Dr., #G240  
Stockton, CA. 95207

School District: Sylvan Union School District  
605 Sylvan Ave.  
Modesto, CA 95350

Sylvan Union School District, hereinafter called DISTRICT, has need of the specialized services of The Gift of Speech, a Professional Speech-Language Pathology Corporation, and independent contractor, hereinafter called CONTRACTOR, for the period specified below, according to the following terms and conditions:

#### **Term and Termination:**

This contract shall begin on August 10, 2020 and shall terminate on May 28, 2021. This contract will continue unless one or both of the parties involved gives 30 days written notice of termination. Agreement shall terminate immediately in the event that provider's right to practice Speech Pathology in the State of California either suspended or revoked.

DISTRICT may immediately terminate this agreement in the event the CONTRACTOR (1) is convicted of a crime other than minor traffic violation; or (2) has a guardian of his/her person or estate appointed by a court of competent jurisdiction; or (3) is disabled to the extent he/she is unable to perform the duties required by this Agreement; or (4) fails to perform services required hereunder in accordance with the School District's standards of quality; or (5) fails to comply with any of the terms and conditions of this Agreement, Bylaws, or Code of Ethics. CONTRACTOR explicitly agrees to the following terms:

1. **Independent Provider Status.** The parties agree and acknowledge that CONTRACTOR is an independent contractor, but that DISTRICT retains right of control over the quality of services provided to its students and schools. CONTRACTOR will participate in performance reviews to assure compliance with local, state and federal regulations covering such clients or facilities and the Company's expectations and guidelines set forth in this Agreement.
  - **Non-Employee.** CONTRACTOR acknowledges that since he/she is an independent contractor, CONTRACTOR shall not be entitled to any paid vacations, leave of absence, legal holidays, sick leave, or any other such compensation normally payable to an employee. Further, CONTRACTOR shall not be entitled to participate in any employee benefit, group health and life insurance plans, or retirement pay, if any, maintained by DISTRICT.
  - **Tax Obligations.** The parties intend and CONTRACTOR acknowledges that he/she is an independent contractor and not an agent or employee of DISTRICT within the meaning of Worker's Compensation statutes, Unemployment Insurance statutes, Social Security Act, State Disability Insurance, and United States Internal Revenue Code. No employment relationship, partnership, joint venture or other association shall be deemed created by this Agreement. DISTRICT shall pay CONTRACTOR directly, without payroll deductions of any kind whatsoever, all moneys that may become due and payable hereunder, as when, and to the extent those payments become payable. DISTRICT shall issue to CONTRACTOR for each year of the term of this Agreement, a Form 1099 in the manner prescribed by law. CONTRACTOR shall have the entire responsibility to

#### **Mailing Address:**

4719 Quail Lakes Dr., #G240  
Stockton, CA 95207

#### **Physical Address:**

3031 W. March Ln., Ste. 117S  
Stockton, CA 95219

P 209.952.2588  
F 209.952.2544

discharge all the obligations required by him/her under federal, state, and local laws, regulations, or orders now or hereafter in effect, relating to taxes, unemployment compensation or insurance, social security, worker's compensation, disability insurance or pensions and any and all tax withholdings (collectively, "Tax Obligations"). Furthermore, CONTRACTOR shall pay his/her own State, Federal, and local income taxes, disability and unemployment insurance, Federal self-employment taxes and Social Security liabilities, obligations, damages, expenses, attorney's fees, and court costs incurred by DISTRICT resulting from any claims made by any taxing or governmental authority whatsoever (with respect to payroll, income, or any other taxes levied or assessed with respect to the earnings of CONTRACTOR), or CONTRACTOR'S failure to properly discharge his/her Tax Obligation.

- **Supplies.** Equipment and Expenses. The parties agree and acknowledge that CONTRACTOR is an independent contractor. DISTRICT may provide such supplies and equipment for the convenience of CONTRACTOR and such accommodation shall not operate as an indication of employment. CONTRACTOR shall provide all of his/her own expenses, including but not limited to, telephone expenses, professional license fees, and organization dues, automobile and other required insurance, business licenses and educational expenses.
2. **Confidentiality.** CONTRACTOR recognizes and acknowledges that DISTRICT possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in possession of DISTRICT relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by CONTRACTOR, or (b) information that subsequently becomes public through no act or omission of CONTRACTOR. CONTRACTOR agrees that all of the confidential information is and shall continue to be the exclusive property of DISTRICT, whether or not prepared in whole or in part by CONTRACTOR and whether or not disclosed to or in trusted to CONTRACTOR'S custody. CONTRACTOR agrees that CONTRACTOR shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of DISTRICT.
3. **School District.** DISTRICT will not, during the term of the Agreement and for one year thereafter, directly or indirectly, contact an employee/independent contractor of CONTRACTOR for the purpose of attempting to employ or hire such employee/independent contractor for services that fare similar to the services conducted for the School District by the Company.
- Should the employee/independent contractor of CONTRACTOR become employed by DISTRICT during the term of this contract or one year thereafter, DISTRICT will pay CONTRACTOR \$20,000.00 (twenty-thousand).
4. **State of Emergency.** The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control. During an unforeseen time, because CONTRACTOR provides critical programs and related services to students with disabilities, CONTRACTOR will bill for agreed upon service as encouraged by CDE for continued payment from DISTRICT. CONTRACTOR will continue to provide services during school closures while following DISTRICT protocol during an unforeseen time. DISTRICT and CONTRACTOR will work collaboratively to ensure continuity of services for students served, pursuant to the IEP, including exploring options related to distance learning.

#### **PROFESSIONAL QUALIFICATIONS**

CONTRACTOR shall act in accordance with all state and federal laws regulating the practice of Speech-Language Pathology in the state of California. CONTRACTOR shall professionally, ethically, and diligently carry out his/her responsibilities hereunder in order to serve the best interests of the DISTRICT'S students.

## **DESCRIPTION OF SERVICES**

CONTRACTOR agrees to provide Speech Pathology services at facilities contracted with DISTRICT.

CONTRACTOR will:

1. Provide consultation/direct treatment of individuals requiring speech pathology services.
2. Caseload not to exceed 55 students per work week, on average, per SLPA.
3. Adequately document individual student charts to comply with all applicable state laws, regulations and guidelines. Documentation to be completed as outlined by DISTRICT.
4. Submit a monthly time sheet of services rendered to DISTRICT.
5. Follow all other procedures of DISTRICT within the American Speech-Language-Hearing Association's code of ethics.
6. Maintain current licenses, credential and certification within the CONTRACTOR's own profession.
7. Maintain current liability insurance in the amount of at least one million dollars.
8. Meetings will be attended if held within agreed upon hours of service. Hours of service agreed upon are set as:
  - a. CONTRACTOR, for the purpose of this contract is a Speech-Language Pathology Assistant (SLPA), will work up to thirty-two (32) hours per week.

DISTRICT agrees to:

1. Provide IEP paperwork with current assessment and goals for students serviced.
2. Provide DISTRICT expectations of CONTRACTOR, i.e. evaluation, treatment, IEP meetings, and student study team meetings.
3. Provide at least one-week prior written notice of any meetings CONTRACTOR is expected to attend.

## **COMPENSATION ARRANGEMENTS**

CONTRACTOR will be compensated at the rate of \$70 (seventy-dollars) per billable hour for speech-language pathology assistant services (i.e. direct therapy, consultation) conducted by SLPA. CONTRACTOR will receive payment for services rendered by the 15<sup>th</sup> of the month for the previous month's billing. Billable time begins as CONTRACTOR enters the first school site and ends when CONTRACTOR leaves the last school site for the day.

Invoices are due and payable by the 15<sup>th</sup> of the month for the previous month's billing. If any fee is not paid within 30 days of billing, a late charge of one and one-half percent (1-1/2%) per month will be assessed on the unpaid balance.

Limitations of Compensation:

Contracted hours will not exceed compensation over \$90,650.00 as agreed by both CONTRACTOR and DISTRICT. Once said compensation limit is earned, this contract becomes null and void. Service will be resumed only with initiation of a new purchase order/contract.

## **INDEMNIFICATION**

CONTRACTOR shall defend, indemnify, and hold harmless the DISTRICT and its officers, agents, servants, representatives and employees from and against any and all loss, including loss of use, liability for damages, claims, demands, actions and proceedings, and all costs and expenses connected therewith, including court costs or reasonable attorneys' fees, of whatsoever cause or nature on account of any intentional or negligent act or omission by CONTRACTOR or any of its officers, agents, servants, representatives and employees. DISTRICT shall indemnify and hold harmless CONTRACTOR and its officers, agents, servants, representatives and employees, from and all loss including loss of use, liability for damages, claims, demands, actions and proceedings, and all costs and expenses connected therewith, including court costs or reasonable attorneys' fees, of whatsoever cause or nature on account of any intentional or negligent act or omission by DISTRICT or any of its officers, agents, servants, representatives and employees.

The indemnification provisions contained in this Agreement include, but are not limited to, any violation of applicable law, ordinance, regulation or rule, including where the loss of use, liability for damages, claim, demand, action, proceeding or cost and expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents or contractors, officers or employees or their performance under the terms of this Agreement.

The indemnity provision of this Agreement shall survive the expiration or earlier termination of this Agreement.

### **ENTIRE AGREEMENT**

This agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts, and understandings whether written or otherwise between the parties relating to the subject matter hereof.

### **ASSIGNMENT**

Nothing contained in the Agreement shall be construed to permit the assignment by CONTRACTOR of any rights or obligations hereunder, and such assignment is expressly prohibited without prior written contract or consent of DISTRICT. DISTRICT may assign this Agreement.

### **ATTORNEY'S FEES**

In the event of any litigation by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

### **LICENSES AND CERTIFICATIONS**

CONTRACTOR shall maintain clearance of the following documentation. Further, CONTRACTOR shall keep all licenses and certifications up to date and provide a copy of changed/renewed material to DISTRICT upon request.

1. Professional Liability Insurance
2. Professional License for the state of employment
3. Fingerprint Report from DOJ
4. NPA certification
5. ASHA Certification (upon request)
6. TB Testing Results (upon request)

THE GIFT OF SPEECH, A PROFESSIONAL SPEECH-  
LANGUAGE PATHOLOGY CORPORATION

By: \_\_\_\_\_  
Kara Ferreira, Secretary, Chief Executive Officer

\_\_\_\_\_  
School District Signature

\_\_\_\_\_  
Date