

## **CONTRACT FOR SERVICES PROVIDED**

**This Agreement**, is made and entered into by and between NOVA CLASSICAL ACADEMY(hereinafter referred to as the "DISTRICT") and KRISTEN PECHA, PHYSICAL/HEALTH DISABILITIES/OHD/TBI CONSULTING TEACHER, (thereinafter referred to as the "CONTRACTOR".)

### **RECITALS**

**Whereas**, the DISTRICT desires to enter into an agreement with a qualified CONTRACTOR with expertise in providing CONSULTATIVE PHYSICAL/HEALTH DISABILITIES services and evaluation; **and**

**Whereas**, the CONTRACTOR is duly qualified and will provide the requested consulting services;

**Whereas**, the DISTRICT is willing to enter into an agreement with the CONTRACTOR to provide these services; **and**

**Whereas, the CONTRACTOR understands and agrees that:**

1. The CONTRACTOR will act as an independent contractor in the performance of all duties under this agreement;
2. The CONTRACTOR is not an agent, servant or employee of the DISTRICT and shall not make any such representations nor hold themselves out as such;
3. The CONTRACTOR shall have no authority to bind the DISTRICT for the performance of any services or to otherwise obligate the DISTRICT, the CONTRACTOR's authority being specifically limited to the duties assigned to the CONTRACTOR under this Agreement;
4. The CONTRACTOR shall not be considered, under the provisions of this Agreement or otherwise, as having employee status, and accordingly, the CONTRACTOR shall be responsible for payment of all taxes, including federal, state and local taxes arising out of the CONTRACTOR's activities under this Agreement, including, but not limited to, federal and state income tax, FICA, unemployment insurance taxes, and any other taxes or business license fees as required;
5. The CONTRACTOR shall not accrue any continuing contract rights for the services performed to this Agreement;
6. The CONTRACTOR shall comply with all applicable School Board policies, procedures, rules and regulations that are relevant to the CONTRACTOR's provision of services under this Agreement.
7. Services provided are for students with a disability and whose Individual Education Program (IEP) contain documentation of the need for services. This service is unique to students identified as special education students. It is specifically designed instruction and not available to non-disabled students. The decision to provide this service was made by the IEP team. This service is provided at no cost to the parent. Facilities where this service is provided are of high quality.
8. The CONTRACTOR holds and will maintain the licensure required to perform services outlined in this contract.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and board members, its administrators, its employees, its officers, its attorneys, its insurers, agents, CONTRACTORS, and representatives other good and valuable consideration, it is agreed as follows:

**ARTICLE I**  
**SERVICES TO BE PROVIDED**

**Section 1. Provision of Services.** Provision of Services. The CONTRACTOR agrees to provide P/HD/OHD/TBI CONSULTATIVE services and evaluation as identified by the IEP team and documented in the student's IEP. Consultation services may include, but are not necessarily limited to, review of pertinent educational records of selected students; discussion and consultation with teaching staff, school administration and related service providers, and providing consultation and recommendations on appropriate goals and objectives. The health and safety of students and staff, related to the COVID pandemic, will be considered in determining the method of service

**ARTICLE II**  
**COMPENSATION**

**Section 1. Compensation/Fees.** The CONTRACTOR shall provide the agreed to services at a rate not to exceed \$100.00 per hour, plus \$30 trip charge for in person visits. The flat rate trip charge will be added to service invoice only when travel to the school is required. Minimum of 1 hour of service for all in person and virtual meetings. Additional consultation including, but not limited to, phone calls, emails/texts, evaluation reports, file reviews, resource sharing, and additional requests by school, will be billed in 15-minute increments. Total maximum threshold of expenditure is 12 hours of service plus applicable trip charges. If this maximum is reached without written agreement from both parties, the CONTRACTOR does so at its own risk and expense. This agreement will occur during the school year from September 1, 2021 to June 30, 2022. School must notify CONTRACTOR 2 hours in advance for cancellation of in-person visit, or a cancellation charge of \$100.00 will be added to invoice. Background check, if required, will be completed at School District expense.

The CONTRACTOR services to be provided will be determined solely by the DISTRICT. The CONTRACTOR will not provide any services above and beyond those services in which the DISTRICT specifically requests. Furthermore, the CONTRACTOR agrees that during the term of this Agreement, s/he will not accept monetary payment or other remuneration from any entity or individual other than the DISTRICT for providing consulting services to a student or child currently enrolled or receiving education services or funding from the DISTRICT, unless specifically permitted by the DISTRICT. It is the responsibility of the CONTRACTOR to submit an invoice for payment, within 30 days of services provided. Payment terms will be NET 30. A late fee of \$50 may be assessed on any past due amounts, unless prior arrangement has been made.

**ARTICLE III**  
**SERVICES**

**Section 1. Services.** The Services provided by the CONTRACTOR pursuant to this Agreement will be determined exclusively by the DISTRICT. Contracts are reviewed annually. The Agreement will remain in effect for the 2021-22 school year but may be terminated by either party upon written notice to the other; however, any termination shall not be effective less than thirty (30 days) following said notice.

**ARTICLE IV**  
**INSURANCE AND OTHER BENEFITS**

**Section 1. Insurance.** During the term of this Agreement, it is specifically agreed and understood that the CONTRACTOR shall not be eligible for nor provided insurance coverage of any kind, including, but not limited to, health, medical, dental, life, and long-term disability.

**Section 2. Other Benefits.** It is specifically agreed and understood that the CONTRACTOR shall not be eligible for nor provided any other benefits, including, but not limited to, working compensation and unemployment benefits.

- **Section 3. Liability Insurance.** Contractor must provide and maintain, during the life of this agreement, insurance coverage with minimum limits as follows:
  - General Liability Insurance
    - a. Commercial Liability – Occurrence (Form CG 00 01 98 or its equivalent)
      - i. Combined Single Limit \$1,000,000
      - ii. Personal Injury Limit \$1,000,000
      - iii. Products Completed Operations \$3,000,000
      - iv. General Aggregate \$3,000,000
  - Professional Liability Insurance with limits of \$1,000,000 each occurrence, \$3,000,000 aggregate.
  - Contractor must provide the District with 30 day notice of cancellation, non-renewal or material change to coverage.

## **ARTICLE V** **INDEMNIFICATION**

The CONTRACTOR agrees to hold harmless the DISTRICT and its board members, its administrators, its employees, its officers, its attorneys, its insurers, agents, CONTRACTORS, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of the CONTRACTOR, or the CONTRACTOR's employees or agents, in regard to the CONTRACTOR's performance of duties under this Agreement, and for any action commenced against the DISTRICT or any of its board members, its administrators, its employees, its officers, its attorneys, its insurers, agents, CONTRACTORS, and representatives arising out of the actions taken by the CONTRACTOR pursuant to this Agreement, the CONTRACTOR shall assume full responsibility and shall indemnify the DISTRICT and its board members, its administrators, its employees, its officers, its attorneys, its insurers, agents, CONTRACTORS, and representatives from and against any and all related liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney's and witness fees, and expenses incident thereto.

## **ARTICLE VI** **GENERAL**

**Section 1. Data.** The CONTRACTOR agrees that any information and data received by the CONTRACTOR during the term of this Agreement shall be treated and maintained by the CONTRACTOR in accordance with all applicable federal, state and local laws, rules and regulations governing same, including, but not limited to, the provision of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The CONTRACTOR also agrees to comply with all of the provisions and requirements of DISTRICT's data privacy policies. Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the CONTRACTOR in the performance of the CONTRACTOR's obligations under this Agreement shall be the exclusive property of the DISTRICT, and any such data and materials shall be remitted to the DISTRICT by the CONTRACTOR upon completion or termination of the Agreement.

**Section 2. Entire Agreement.** The agreement is the entire agreement between the DISTRICT and the CONTRACTOR and it supersedes all prior written or oral agreements. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

**Section 3. Special Education Provisions.** The Services provided are specially designed instruction, at no cost to the parents, to meet the unique needs of a student with a disability or related services in order for a child with a disability to benefit from specially designed instruction.

**WHEREFORE, THIS Agreement was entered into on the date set forth below and undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby acknowledge receipt of a copy hereof.**

\_\_\_\_\_  
District Representative Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date