

Independent Contractor Agreement/Service Agreement

This Agreement ("Agreement") is entered into as of the 4th day of April, 2023, by Courtney Budge MA CCC-SLP hereinafter referred to as "the VENDOR" and Crosslake Community Charter School hereinafter referred to as "the BOARD".

The Board and the Vendor agree to the terms and conditions set forth below and in accompanying Exhibits, attached incorporated herein.

The Vendor and the Board Agree:

1. Scope of Services:

- a. The Vendor will provide the Board with speech and language therapy services rendered as a qualified, MN state licensed and ASHA certified Speech-Language Pathologist (SLP).
- b. The Vendor will provided services as described as direct or indirect therapy services as indicated on each student's Individual Education Program (IEP) that shall include, but is not limited to: planning, therapy, screenings, assessments, report and IEP writing, documentation, participation in IEP meetings, parent conferences and/or correspondence, Child Study Team meetings (CST), related travel, consultations with classroom teachers and other staff members, management of required documentation and attendance.
- c. The Board will furnish a suitable room as agreed by both parties, computer and all speech/language tests, protocols, technology required by individual students IEPs and Evaluation Plans.

2. Term and Termination:

- d. The term of this Agreement shall commence on August 21st, 2023 until May 31st 2024 unless terminated earlier in accordance with the terms and conditions set-forth.
- e. Termination without Cause: Either party has the right to terminate the Agreement without cause by giving 30 days written notice.
- f. Termination with Cause: Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for 5 days following receipt of written notice.

3. Compensation:

- g. To provide Speech-Language Therapy Services to the Board until the end of the 2023/2024 school year/ day of May 31st, 2024 excluding those days as determined by the district as holidays or closings.
- h. The rate established by mutual agreement, shall be provided per fully qualified, licensed, and certified speech language pathologist at a rate of \$60.00 per hour.
- i. The Vendor will provide a monthly statement based on the rate listed above on the 1st of every month.
- j. The Board will provide payment to the Vendor within 15 days of receipt of a submitted invoice. The invoice will contain description, location, time and date of services.

4. Independent Contractor

k. Both parties agree that the terms of the Agreement do not constitute a formation of a partnership, joint venture, employer-employee, or other relationship and no form of agency exists between the parties.

l. Board agrees to submit W-9 form with Vendor submitting a completed W-9 form and Request for Taxpayer Identification Number and Certification with social security number/federal identification number.

5. Insurance/License:

a. The Vendor agrees to maintain professional liability and malpractice insurance with the following minimum limits of liability: \$1,000,000 per occurrence and \$3,000,000 in the aggregate and provide the Board with proof of insurance upon request.

b. The Vendor is licensed by the State of Minnesota in the performances of the Services provided herein and agrees to provide proof upon request.

6. General

b. This agreement shall be governed by the State of Minnesota, and governing regulatory rules, all which are incorporated herein.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and do each represent that their respective signatory whose signature appears below is fully authorized to execute this Agreement.

BOARD

Signature: _____

Name: _____

Title: _____

Date: _____

VENDOR

Signature: *CB*

Name: Courtney Budge

Title: Speech-Language Pathologist

Date: 4-4-23