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PERSONAL SERVICES CONTRACT

Requisition Order Number

THIS PERSONAL SERVICES CONTRACT ("Contract"), made and entered into as of the 15th day of July, 2025, by and between Molalla River School District ("District") and Honorable Speech Therapy, LLC ("Company") Chad Pettingill ("Contractor"). The District requires services which the Contractor represents that it is capable of providing, and desires to enter into an agreement with Contractor under the following terms and conditions, including but not limited to the attached General Terms and Conditions, which are incorporated herein by this reference.

1. SERVICES

Contractor will perform the scope of services described in the document attached hereto as Exhibit A, together with all other services necessary or incidental to perform the required services in a manner satisfactory to District.

2 TERM

The term of this Contract will commence on August 19, 2025 and continue until June 13, 2026 unless earlier terminated in accordance with this contract.

3 COMPENSATION

As full consideration for performance of the Services, District will compensate Contractor at the rate of \$100/hour to a maximum of \$123,250).

4. CRIMINAL HISTORY CHECK/FINGERPRINTING

Any Contractor who will have direct, unsupervised contact with students will be subject to a criminal history check and fingerprinting pursuant to OAR 581-021-0500/ORS 326.603. Has a criminal history check or fingerprinting been previously completed for District or another Oregon school district?

If yes, which District? **Molalla River School District**

5. MODIFICATION

District may at any time, without invalidating this Contract, direct Contractor to prepare a draft modification that describes any scope-related changes to the Services that the District deems desirable. Upon receipt of those directions, provided they do not materially change the nature of the Contract or exceed Contractor's capacity to perform (to be determined in Contractor's reasonable discretion), Contractor will promptly prepare and submit to District a draft modification reflecting the District's desired changes and proposing reasonable adjustments, if any, to the work schedule and delivery dates for the Services, or the amount of Contractor's compensation. No modification of the terms of this Contract, including assignment of rights or obligations, will be effective unless made in writing and signed by all parties.

THE DISTRICT IS NOT BOUND OR OBLIGATED BY THIS CONTRACT AND NO WORK SHALL COMMENCE UNTIL ALL DISTRICT APPROVALS HAVE BEEN SECURED AS REQUIRED BY DISTRICT POLICY.

THE CONTRACTOR BY SIGNING THIS CONTRACT ATTESTS THAT THEY ARE AN INDEPENDENT CONTRACTOR AS DEFINED IN ORS 670.600.

Individual's Signature

Date

District Superintendent or Chief Business Official

Date

Address

City/State/Zip

OFFICE USE ONLY

						If Applicable		
Item	Fund	Function	Object	Center	Area	Sub Area	Activity	Category
1	235	2190	0111	000	320	000		
2								
Liability Insurance Required (see section 6 on reverse)					X Yes	<input type="checkbox"/> No*		

* Indicates section 6 on reverse is not applicable

Certificate of Insurance Provided: YES

Contractor Form W-9 - On File

Contractor will have direct, unsupervised contact with students: YES

Contract Manager: Dr. Robin Shobe, Director of Student Services

General Terms and Conditions

SECTION 1. DESCRIPTION AND STANDARD OF SERVICES

1.1 The Services will not include any services performed by Contractor before the date of this Contract.

1.2 Other than as described in Exhibit A, Contractor will not contract with or otherwise use any sub consultants, subcontractors or other non-employee persons or entities ("Subcontractors") to perform the Services without the prior written approval of District. Contractor will be responsible for all acts and omissions of the Subcontractors.

1.3 Contractor warrants that it and the Subcontractors are fully licensed, registered or otherwise authorized to perform the Services to the extent applicable law requires such licensure, registration or authorization.

1.4 Contractor and the Subcontractors will exercise that degree of care in performing the Services in accordance with that prevailing among firms of comparable standing when performing similar services under similar circumstances ("Professional Standard"). Without limiting District's rights or remedies, Contractor will promptly correct or re-perform those Services not meeting the Professional Standard without additional compensation.

1.5 Contractor and the Subcontractors will comply with applicable laws, statutes, codes, ordinances, rules, regulations and lawful orders.

1.6 During the performance of this Contract, Contractor will follow any reasonable District policies and procedures regarding performance of services, and Contractor will cause the Subcontractors to comply with these policies and procedures. Nothing in this Section requires District to develop policies and procedures or to provide policies and procedures to Contractor.

1.7 District's review, approval, acceptance, use, or payment for all or any part of the Services hereunder will in no way alter the Contractor's obligations or District's rights hereunder, and will not excuse or diminish Contractor's responsibility for performing the Services consistent with this Contract.

1.8 If Contractor's proposal is incorporated herein, any conflicts between the proposal and this Contract will be resolved in favor of this Contract. Any limitations of liability, waivers of damages, or disclaimers of warranty or liability contained in Contractor's proposal will not apply to this Contract.

SECTION 2. COMPENSATION

2.1 Contractor will not be entitled to compensation in excess of such amount set forth on the first page of this Contract without the prior written directive or approval of such services by District.

2.2 If applicable, payments for reimbursable expenses are set forth and identified in Exhibit B. Contractor will not be entitled to reimbursement of any expenses other than those stated in Exhibit B, and Contractor's reimbursement for reimbursable expenses will be limited to the amount stated in Exhibit B unless otherwise approved in writing in advance by District.

2.3 Payments under this Contract will be due thirty (30) days after District's receipt of monthly invoices. District may withhold from any progress or final payment any damages, back charges or claims incurred or anticipated by District to the extent caused by Contractor. For anticipated damages, back charges or claims, District may withhold up to one hundred fifty percent (150%) of the amount anticipated.

SECTION 3. SCHEDULE

3.1 Contractor will perform and complete the Services with reasonable promptness, and will deliver any identified deliverables in accordance with any schedule established by the District. Time is of the essence of this Contract.

SECTION 4. OWNERSHIP AND USE OF DOCUMENTS

4.1 All drawings, specifications, reports, surveys, studies and other work product of Contractor that result from this Contract ("Work Product") will be provided to District upon request and will be considered the exclusive property of District. If any of the Work Product contains intellectual property of the Contractor or the Subcontractors that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants District a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so for the benefit of District, all such Work Product.

SECTION 5. INDEMNIFICATION

5.1 To the fullest extent allowed by law, Contractor will indemnify, hold harmless, reimburse and defend District and its members, partners, directors, officers, affiliates, subsidiaries, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties, including but not limited to reasonable attorneys' and expert witnesses' fees, arising out of or relating to this Contract but only to the extent caused by the negligent or other wrongful acts or omissions of Contractor, the Subcontractors, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Contract.

SECTION 6. INSURANCE

6.1 Except to the extent approved otherwise in writing by the district, Contractor will purchase and maintain, at Contractor's expense, the types of insurance listed below, covering Contractor, its employees and agents:

- a. Workers' Compensation Insurance as required by law.
- b. Employers Liability Insurance with a per accident value at \$1,000,000,
- c. Comprehensive General Liability Insurance covering personal injury and property damage with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence, \$1,000,000 general aggregate. This insurance will include contractual liability coverage for the indemnity provided under this Contract.
- d. Business Automobile Liability Insurance with combined single limit coverage of not less than \$1,000,000 aggregate for each claim, incident, or occurrence.
- e. Excess Liability Insurance, at the option of Contractor, may be used to provide the required Liability Insurance (excluding the Professional Liability Insurance), by means of a combination of the underlying policies and the Excess Policy written on an umbrella form so long as the Excess Liability policy will provide coverages as broad and be maintained for periods as long as the underlying policies.

6.2 All Liability Insurance policies required under Section 6.1 will (i) provide cross-liability coverages as would be achieved under the standard Insurance Services Office (ISO) separation of insureds clause, without any exclusions for cross-liability liability and (ii) include a waiver of subrogation in favor of District and its members, partners, directors, officers, affiliates, subsidiaries, employees and agents.

6.3 The policies required by Clauses c, d and e of Section 6.1 will name District and its members, partners, directors, officers, affiliates, subsidiaries, employees and agents as additional insureds. Such coverage of the additional insureds will be primary and noncontributory as to any insurance or self-insurance retention of the additional insureds, including any Excess Liability insurance thereof.

6.4 Contractor will file with District a certificate of insurance acceptable to District, and, if requested, a copy of the policies themselves, prior to performance of the Services. The certificate and policies will provide for thirty (30) days' notice to District of cancellation or a material change in coverage. If Contractor fails to procure and maintain the insurance

required under this Contract, District may terminate this Contract for cause or, alternatively, purchase the required insurance at Contractor's expense.

6.5 Except to the extent approved otherwise by District in writing, Contractor will require the Subcontractors to comply with all provisions of this Section 6 as if the Subcontractors were Contractor.

SECTION 7. ASSIGNMENT

7.1 Contractor will not assign or transfer any of its interest in this Contract, in whole or in part, without the prior written consent of District. District may assign this Contract and any rights relating to this Contract (including but not limited to its right to assert claims and defenses against Contractor) at District's discretion.

7.2 The provisions of this Contract will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 8. INDEPENDENT CONTRACTOR; SAFETY

8.1 Contractor will perform the Services as an independent contractor and employing unit. Although Contractor will perform its Services for the benefit of District, and although District reserves the right to determine the schedule for the Services and to evaluate the quality of the completed performance, District does not control the means or methods of Contractor's performance. Contractor is solely responsible for determining the appropriate means and methods of performing the Services, and Contractor's liability therefore will not be diminished by any review, approval, acceptance, use or payment for the same by District or any other party.

8.2 Contractor will be responsible for remittance of all federal, state and local taxes applicable to any compensation or payments paid to Contractor under this Contract.

8.3 Contractor will be responsible for the safety of its employees and those of the Subcontractors, and will take all reasonable precautions to prevent personal injury, death and property damage resulting from the Services and its acts and omissions and those of the Subcontractors under this Contract.

SECTION 9. TERMINATION OF CONTRACT; SUSPENSION OF SERVICES

9.1 District may terminate this Contract in whole or in part at any time for its convenience or for cause. For a termination for convenience, the termination will be effective upon Contractor's receipt of District's written notice. For a termination for cause, the termination will be effective ten (10) days after Contractor's receipt of District's written notice and Contractor's failure during that period to cure the default. In the event of a termination for convenience, Contractor will be paid within thirty (30) days of termination for Services satisfactorily rendered through the date of termination, minus any damages, back charges or claims incurred or anticipated by District caused by Contractor. In the event of termination for cause, Contractor will be paid for Services satisfactorily rendered within thirty (30) days after District's damages, back charges or claims caused by Contractor have been finally accounted and settled. If compensation under this Contract is on a lump sum basis, payment upon termination for convenience or for cause will be prorated based on percentage completion as of termination. In no event will Contractor be entitled to payment for anticipated profit or overhead on Services not performed.

9.2 Contractor may terminate this Contract based upon a material default of District so long as Contractor gives written notice to District providing District with thirty (30) days to cure the default. Nonpayment by District of any sum in dispute will not be considered a material default, and Contractor will continue performance of the Services to final completion pending resolution of any such dispute so long as undisputed payments are made.

9.3 Following a termination of this Contract, Contractor will wind down and cease its services as quickly and efficiently as possible, without performing unnecessary services or activities, and will deliver to District all Work Product that is or would have been deliverable had this Contract been completed. Contractor will also assign to District all contracts with Subcontractors as directed by District. Contractor will include in all contracts with the Subcontractors provisions providing for such assignment.

9.5 The rights and remedies of District provided in this Section 9 are not

exclusive and are in addition to any other rights and remedies provided by law or under this Contract. All rights and remedies of District will be cumulative and may be exercised successively or concurrently.

SECTION 10. FORCE MAJEURE

10.1 Neither District nor Contractor will be held responsible for delay or default to the extent caused by fire, riot, an Act of God, war, terrorist attack or other cause beyond, respectively, District's or Contractor's reasonable control. Contractor will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

SECTION 11. MISCELLANEOUS PROVISIONS

11.1 The failure of either party to enforce any provision of this Contract will not constitute a waiver by that party of that or any other provision of this Contract.

11.2 The laws of the State of Oregon will govern this Contract.

11.3 District and Contractor agree that if any term or provision of this Contract is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Contract remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.

11.4 All rights and obligations set out in this Contract and arising hereunder will survive the expiration or termination of this Contract (i) as to the parties' rights and obligations that arose prior to such expiration or termination and (ii) as is necessary to give effect to rights and obligations that arise after such expiration or termination but derive from a breach or performance failure that occurred prior to the expiration or termination.

11.5 This Contract constitutes the entire, legally-binding contract between the parties regarding its subject matter. No waiver, consent, modification or change of terms of this Contract will bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. This Contract supersedes any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written, not specified herein. No documents referenced, referred to, or incorporated into any exhibit to this Contract is incorporated into this Contract unless specifically referenced in this Contract and included herein.

11.6 This Contract may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. A facsimile, PDF or other electronic signature will be considered an original. The individuals signing this Contract certify that they are authorized to execute this Contract on behalf of Contractor and District, respectively.

11.7 The Contract hereby incorporates all contract provisions that are required to be incorporated into contracts with public entities pursuant to (a) the Public Contracting Code (ORS Chapters 279A, 279B and 279C), (b) the Molalla River School District Public Rules and Procedures Manual or (c) other applicable law. The provisions incorporated into the Contract under the preceding sentence include, without limitation, any provisions or amendments to provisions that become required after the Contract is executed.

SECTION 12. EXHIBITS

12.1 The following documents are incorporated into and made a part of this contract.

EXHIBIT A SERVICES

Contractor's services under this Agreement shall consist of, and be limited to, the following:
(Be specific and thorough in describing services)

In accordance with current school district policies, Oregon Statutes, and Federal Laws, Contractor will:

- Provide comprehensive Speech-Language Pathology School-Based services to students with disabilities;
- At 1.0 equivalent FTE
- Conduct evaluations, write reports, write IEPs, participate in IEP meetings, write progress reports, provide intervention services
- Maintain Oregon Speech-Language Pathology licensure

EXHIBIT B

Reimbursement Estimation

ESTIMATION IS FOR THE FOLLOWING CONTRACT: N/A

Mileage:

Beginning Address: _____

Ending Address: _____

Total # of Miles: _____

Estimated Number of travel times: _____

IRS Rate per Mile: _____

Estimated Mileage amount: _____

Reservations, Commercial Carrier and Lodging (Not Applicable)

Travel must be conducted in the most expeditious and cost-effective manner, as determined by the district.

Airfare:

Beginning Airport: _____

Ending Airport: _____

Cost per Flight: \$_____

Estimated Number of Flights: _____

Estimated Airfare amount: _____

Vehicle Rentals (Not Applicable)

1. Rental vehicles may be used only when use will affect savings or otherwise be more advantageous to the district or when the use of other transportation is not feasible.

2. Rental of a compact vehicle is recommended when suitable.

Estimated vehicle rental or ground transportation cost _____

Expense Limitations (Not Applicable)

Meals and lodging for contractors with an office and or living within a thirty mile radius of MRSD are not allowable.

The maximum amount for meals is the current rate for Clackamas established by the U.S. General Services Administration.

Estimated **Lodging Cost** _____ number of nights x rate per night _____ = **Total** _____

Estimated **Meals Cost** _____ number of days x amount per day _____ = **Total** _____

Grand Total of all travel costs: travel is not anticipated for this contract scope of service.