

Service Contract 2004/2005 School Year

This agreement entered into this between the parties named herein discloses the following mutual promises. Whereas Bilingual Therapies, Inc. hereinafter called the Agent, intends to contract with Keller Independent School District, hereinafter called the District, for the performance of certain tasks.

Whereas, Agents principal place of business in 1740 Ridge Ave. Suite 101, Evanston, Il 60201

Whereas, District's Principal place of business is located at:

350 Keller Parkway Keller TX 76248

Whereas the Agent declares that the Agent is engaged in an independent business and has complied with all federal, state, and local laws regarding licenses of any kind that may be required to carry out the said business and the tasks to be performed under this agreement.

Therefore, in consideration of the foregoing representations and the following terms and conditions, the parties agree:

1) SERVICES TO BE PERFORMED: District engages Agent to perform the following tasks or services: Provide speech language pathology diagnostics and therapy, including all related administrative duties; and duties which shall include, but are not limited to, collaboration and consultation with teachers, parents and District's staff as required.

2) RATE AND TERMS OF PAYMENT: District will be billed every two weeks, with payment due within 30 days. Rates are as follows: for a bilingual (Spanish/English speaking) speech language pathologist our rates are \$55.00 per hour with a minimum 8.0 hour day.

3) INSTRUMENTALITIES: Agent shall provide all materials and supplies to accomplish the designated tasks except as follows. Agent will provide any materials necessary to do diagnostics and therapy that the school does not already have, these purchased materials will remain the property of agent, District agrees to provide space for the agent's employees to perform the therapy and duties of their task.

4) GENERAL SUPERVISION: Agent retains the sole right to control or direct the manner in which the services described herein are to be performed, subject to the foregoing, District retains the right to inspect, to stop work, or to prescribe alterations in accordance with American Speech-Language Hearing Association guidelines.

5) NO PAYROLL OR EMPLOYMENT TAX of any kind shall be withheld or paid with respect to payment to agent. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability tax. Agent shall be solely responsible for paying all appropriate taxes. Those qualified contractors will receive the appropriate 1099 forms for IRS (Internal Revenue Service) reporting.

6) WORKERS COMPENSATION AND GENERAL LIABILITY. Agent shall at all times during the period of this contract maintain Worker's Compensation Insurance (as required for his/her job classification by the state in which the services are performed) and General Liability Insurance in the amount of no less than \$1,000,000 per individual and \$3,000,000 per occurrence.

7) PROFESSIONAL LIABILITY INSURANCE. Agent shall at all times during the period of this contract, maintain professional liability insurance in the amount of \$1,000,000 - \$3,000,000.

8) TERMINATION: This agreement shall terminate upon the death or incapacitation of Agent's employee. Either party within 90 day written notice may terminate this agreement. In the event that a dispute arises regarding the provisions of this agreement parties shall have the right to commence legal proceedings. In such a case, the prevailing party shall bear all costs related thereto. The venue for any legal proceedings shall be in Tarrant County, Texas and Texas law shall apply.

9) NON-COMPETITION: The District shall in no way seek to employ nor employ any employee of the contractor during a period of 24 months after the expiration of this contract.

Signed _____, Name/Title: _____
John Consalvi, President

Date: _____

Date: _____