

Speech-Language Professionals

1102 E Richway Drive
Albert Lea, MN 56007
Elizabeth Brumbaugh, M.S., CCC-SLP

June 29, 2021

This contract for consulting and speech-language services (“Contract”) is entered into the 29th day of June 2021, by and between Speech-Language Professionals whose notice address 1102 E Richway Drive, Albert Lea, MN 56007 and Medford Public Schools whose notice address is 750 2nd Avenue SE, Medford, MN 55049. Medford Public Schools and Speech-Language Professionals are interchangeably and generically referred to herein as “Party” and/or collectively as “Parties.”

Article I

Purpose

Nature of the Contract. A certified speech-language pathologist from Speech-Language Professionals will provide speech-language services to meet the unique needs of students with a speech-language diagnosis as outlined in the student’s pre-referral, Individual Education Program (“IEP”), Individual Family Service Plan (“IFSP”), or Individual Interagency Intervention Plan (“IIIP”) and the communication portion of student’s evaluations. Consultative services provided by Speech-Language Professionals to the staff are provided in the school building the student attends and when appropriate through ITV and email. Elizabeth Brumbaugh is responsible for the oversight of the services provided to Medford Public Schools.

Article II

Term, Payment, and Services

The Parties agree as follows:

1. **Services and Payment.** Speech-Language Professionals will provide an average of .2 full-time equivalent (“FTE”) or 8 hours per week of direct speech-language and consultant services to Medford Public Schools (“Services”) at a cost of \$80.00 per hour, with a minimum annual payment of \$23,180 (“Compensation”). Speech-Language Professionals will provide services based on the Medford Public Schools calendar. 2021-2022 academic year services will be front loaded allowing for approximately 12 hours per week the first trimester, 8 hours per week the second trimester, and 4 hours per week the third trimester for an average of 8 hours per week throughout the academic year.
2. **Inclement Weather.** Both parties agree that if travel near the speech-language pathologist is deemed dangerous and/or area schools or any school along the travel path are canceled due to inclement weather, the speech-language pathologist will provide web-based services on that date.

3. **Travel Time and Cost.** The speech-language pathologist will submit monthly travel costs will be billed to Medford Public Schools at federal mileage rate when travel is deemed necessary; all travel time will be billed at the hourly rate and will count toward the .2 FTE. Teletherapy sessions will not require travel expenses.
4. **Term.** The term of this contract and duration of the Services shall be the 2021-2022 academic year ("Term").
5. **Invoice.** Speech-Language Professionals will submit monthly invoices for Services rendered and the time devoted to each Service ("Invoice"). Medford Public Schools will pay 10% of the minimum amount (\$2,318) by the 1st of every month for 10 months starting on September 1, 2021. Once the annual minimum payment amount is reached, per invoiced hours of service, Medford Public Schools will provide hourly compensation due as stated on the invoice in addition to the minimum monthly amount on the 1st of the following month.
6. **Termination.** Speech-Language Professionals may cancel the Contract by giving two weeks written notice to Medford Public Schools' notice address above. The Parties may terminate the Contract at any time through mutual agreement in writing. Either party may immediately terminate the Contract in the event of a breach of the contract upon notice delivered to the breaching party at the notice address above. If Medford Public Schools terminates the contract prior to the end of the academic year, Medford Public Schools is required to pay out the remaining contract. If Speech-Language Professionals terminates the contract prior to the end of the academic school year for reasons other than disability, Speech-Language Professionals agrees to refund any pre-paid services that were not provided.
7. **Benefits of SPEECH-LANGUAGE PROFESSIONALS Employees and Tax Responsibility.** Speech-Language Professionals is responsible for its employees' benefits including all Federal, State, and local withholdings, Social Security and unemployment taxes and contributions.
8. **Insurance.** Speech-Language Professionals is responsible for maintaining unemployment insurance, workers compensation insurance, and general liability insurance for any of its employees providing Services under this Contract. Speech-Language Professionals is not responsible for any insurance obligations of Medford Public Schools.
9. **Additional Expenses.** Unless otherwise stated in this Contract, Speech-Language Professionals is responsible for any additional expenses incurred by its employees in providing the Services under this Contract. Speech-Language Professionals is not responsible for any additional expenses incurred by Medford Public Schools.

Article III

Employment Status of the Speech-Language Pathologist

General. The Parties further agree the speech-language pathologist providing services to Medford Public Schools is an employee of or an agent of Speech-Language Professionals. Speech-Language Professionals may change the employee/agent who will be the speech-

language pathologist for Medford Public Schools during the term of the Contract depending upon the business needs of Speech-Language Professionals.

Responsibility for Speech-language pathologist. Speech-Language Professionals' speech-language pathologist is assigned by Speech-Language Professionals to Medford Public Schools only for the purposes and to the extent set forth in this Contract. Speech-Language Professionals' speech-language pathologist is not an employee of Medford Public Schools and will not be eligible for any benefits provided to employees of Medford Public Schools. Speech-Language Professionals' speech-language pathologist will be responsible for providing the Services and will receive no assistance, direction, or control from Medford Public Schools, except as agreed to by the Parties, in writing. Speech-Language Professionals will control the means and manner of performance necessary to meet the expectations and specifications of Medford Public Schools and in the absence of written specifications, to a level that meets or exceeds industry standards. This Contract does not prohibit Speech-Language Professionals from providing similar Services to other entities.

Article IV **Indemnification**

Mutual Indemnification. The Parties agree to indemnify each other against any and all loss, liability, claim, suit, action, proceeding, judgment, award, damage and expense, including, but not limited to, experts' fees and court costs ("Claim(s)") resulting from and arising out of a breach of this Contract by a Party. If a court of competent jurisdiction determines that one of the Parties has breached this Contract, then the Party in breach will be liable for such Claim and will be liable to pay the non-breaching Party the reasonable legal fees incurred by non-breaching Party in connection with such Claim.

Medford Public Schools will indemnify and hold Speech-Language Professionals harmless for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by Speech-Language Professionals' speech-language pathologist or other agent providing the Services at Medford Public Schools' facilities as a result of a negligent act or omission by Medford Public Schools.

Article V **Student Data**

Nondisclosure. To ensure the continued confidentiality of non-public Student Data as defined by the Minnesota Government Data Practices Act and/or the Federal Educational Rights and Privacy Act ("FERPA") the Parties agree to comply with the Minnesota Government Data Privacy Act and FERPA with respect to the collection, storage, release, transmittal, and destruction of non-public Student Data.

Article VI
Miscellaneous

Severability. If any of this Contract is held to be contrary to law, that section will be deemed severed from the balance of this Contract and the balance of this Contract will remain in force between the Parties to the fullest extent permitted by law; provided further, to the extent any section of this Contract is deemed unenforceable by virtue of its scope, but may be made enforceable by its limitation, the Parties agree that a court of competent jurisdiction will have the right to modify any offending section to make it enforceable to the fullest extent permissible under the laws and public policies.

Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of Minnesota without giving any effect to any choice or conflict of law that would cause the application of the laws of any jurisdiction other than the State of Minnesota.

Notices. Any notice required or permitted to be given under this Contract will be sufficient if given: (a) in writing and personally delivered; (b) sent by certified mail, postage prepaid, to the address set forth in the introductory paragraph or other notice address as designated in writing between the Parties prior to delivery and will be effective and duly delivered on the day of personal or courier delivery; (c) via electronic mail to an electronic mail address as designated in writing between the Parties prior to delivery and will be effective and duly delivered upon the sending Party's confirmation of receiving Party's receipt of electronic notice or (d) via electronic facsimile transmission to the name, address and facsimile number of the receiving Party as designated in writing between the Parties prior to delivery and will be effective and duly delivered upon the sending Party's receipt of confirmation ("Notice").

Waiver. The waiver of one Party of a breach of any section of this Contract by the other Party will not operate or be construed as a waiver of any subsequent breach.

Binding Effect. This Contract will be binding upon and will inure to the benefit of the Parties to this Contract, their respective heirs, representatives, successors, and assigns, but will not be assignable by the Parties.

Entire Agreement. This Contract will be deemed to express, embody, and supersede all previous understandings, agreements, and commitments, whether written or oral, between the Parties with respect to the subject matter of this Contract and to set forth the entire agreement fully and finally between the Parties. No modifications will be binding unless stated in writing and signed by all Parties.

Counterparts. This Contract may be signed in one or more counterparts but all of which taken together will constitute one instrument.

Construction. The Parties and their respective counsel have had the opportunity to review and revise this Contract and acknowledge that the normal rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Contract.

Facsimile Signatures. Facsimile signatures will be considered original signatures for the purpose of enforcing this Contract.

SIGNED: Medford Public Schools

Administrator

Date

SIGNED: Speech-Language Professionals

Administrator

Date