



Rebecca E. Hagan, MA CCC-SLP
Speech Language Pathologist
15247 Dupont Path, Apple Valley, MN 55124
612-423-4852

Independent Contracting Agreement

This agreement is made as of March 16, 2015 between Nova Classical Academy ("Client") and Rebecca E. Hagan, MA CCC-SLP ("Provider").

The Provider has the special skills, training, experience, knowledge and ability to perform services that the Provider is in the business of providing. The Provider seeks to be retained by the Client and Client seeks to retain the Provider under the terms and conditions set forth below.

The Terms:

1. **Term of Agreement.** This agreement will be for the term of one school year, commencing from *August 17, 2015 to June 10, 2017*, unless earlier terminated pursuant to paragraph 8 below.
2. **Services.** Provider agrees to perform for Client the speech and language therapy services listed below for Client's students currently located at *1455 Victoria Way, St Paul, Minnesota 55102* during the term of this agreement in accordance with the American Speech Language and Hearing Association standards, federal and state Special Education regulations and school policies. Provider shall have the right to assign or subcontract any of its obligations or duties under this agreement to a qualified subcontractor with the prior written consent of the Client, which consent shall not be unreasonably withheld or delayed. Provider is free to secure its own clients and patrons, as

long as the performance of services to such clients and patrons does not conflict with or preclude Provider's performance.

- a. speech and language evaluation to include administration of standardized and non-standardized assessments, file reviews, staff/parent interviews, observations and written reports
- b. direct and indirect treatment as stated on each IEP
- c. screening
- d. periodic written progress notes
- e. consultation with staff
- f. preparation time related to evaluation and treatment
- g. participation in child study team, evaluation, and IEP meetings
- h. phone calls, meetings, and emails with staff and parents

3. **Certification and licensing.** Provider will maintain all necessary certifications and licenses at its expense prior to undertaking any work on Client's behalf, including a MN teaching license and an ASHA Certificate of Clinical Competence.

4. **On-site resources.** Client agrees to provide Provider with the following on-site resources:

- a. Quiet, self-contained therapy space with electrical outlets, school computer with internet access, telephone with voicemail system, child-sized table and chairs; book shelves or cabinet and desk/table.
- b. Access to copier and fax machine.
- c. Access to standardized speech and language assessment tools and treatment materials

5. **Compensation.** Client agrees to pay Provider for services at the hourly rate of \$80.00.

6.

7. Provider will not bill Client for Sessions cancelled by Provider due to illness or personal days.

Provider will bill Client for:

- a. Scheduled session time when students are absent or unable to be present for evaluation or treatment due to illness, classroom or district testing, field trips, special

school events, parent/teacher conferences, early release days, snow days or other unforeseen circumstances.

- b. Teacher training and workdays scheduled on Provider's scheduled service days.
 - c. Travel time
 - d. Delays of payment amounting to 14 days or more at a rate of \$50 per day.
8. **Invoicing.** Client will pay the amounts agreed to herein upon receipt of invoices which will be sent twice monthly to the Client and Client will pay the amount of such invoices to Provider. Fee schedules are at a fixed rate for one academic year from the signed agreement date.
9. **Taxes.** Provider will act as an independent contractor of the Client in the performance of its duties under this agreement. Provider will, therefore, be responsible for claiming earnings rising out of or related to the Provider's work for the Client at the end of the fiscal year. Client will provide Provider with a 1099 reporting form. Provider will provide a Federal Tax ID number and proof of professional liability insurance if requested.
10. **Termination.** Client may terminate this agreement anytime based on Provider's failure to provide services hereunder in accordance with Client's standards or those of the American Speech Language and Hearing Association. Client may also terminate this agreement based on Provider's failure or refusal to secure the licenses, certifications and/or insurance required by this agreement. Any such termination must be affected by Client providing Provider with 30 days written notice of the reason for termination at:

15247 Dupont Path
Apple Valley, MN 55124

Provider may terminate this agreement anytime based on Client's breach of any of the Agreement terms and conditions presented herein, based on the Client's failure to compensate the Provider as determined by the billing, or by the Provider's inability to continue to fulfill its responsibilities to the Client per this Agreement. Any such termination must be affected by the

Provider providing Client with 30 days written notice of the reason for termination at:

1455 Victoria Way
St. Paul, MN 55102

11. **Default.** In the event of a default or breach of this Agreement by either party, the other party shall be entitled to all remedies available whether in law or in equity, and all such remedies shall be cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act on a default or breach of this Agreement by the other shall not be deemed a waiver of such default or breach. In the event of a default or breach, the prevailing party shall be entitled to recover all the expenses, including reasonable attorneys' fees and costs, in addition to any monetary recovery or other relief.
12. **Arbitration.** In the event of any dispute, claim, question or disagreement arising from or relating to the Agreement or the breach thereof, the parties hereto shall use their best effort to settle such dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions or disagreements shall be finally settled by arbitration administered by the American Arbitration Association in accordance with its provisions of its Commercial Arbitration Rules.
13. **Governing Law.** This Agreement and the performance of services hereunder will be governed by the laws of the State of Minnesota.
14. **Entire Agreement.** This Agreement contains the complete agreement of the parties and will supersede any and all other agreements, understandings and representations by and between the parties hereto.

Client

(Print Name and Title)

Date _____

Provider

Rebecca E. Hagan, MA CCC-SLP
Speech Language Pathologist

Date: 3/16/2015