

SPEECH AND LANGUAGE PATHOLOGY AGREEMENT

This Speech and Language Pathology Agreement (the "Agreement") is made by and between Dynamic Speech, a Kentucky limited liability company, and the Board of Education for the Gallatin County School (the "District"), a public school district in Kentucky. Each of Dynamic Speech, LLC and the District is a "Party" to this Agreement (collectively, "Parties").

Recital

Whereas, the District requires speech and language pathology services and Dynamic Speech, LLC desires to provide such services to the District.

Dynamic Speech, LLC and the District, in consideration of this recital and the mutual covenants set forth below, agree as follows:

Mutual Covenants

I. Responsibilities of Dynamic Speech, LLC.

A. Services. Dynamic Speech, LLC shall place Lauren Dressman ("Speech Language Pathologist"), in the District to perform "Services", as requested by the District. "Services" include any and all assigned duties deemed within the scope of practice of the Speech Language Pathologist and shall include but are not limited to:

1. Identification and evaluation of communication disorders.
2. Treatment/remediation of communication disorders.
3. Documentation/record keeping of identification, evaluation, and treatment of communication disorders.
4. Completion of IEP documents in accordance with IDEA rules/regulations.
5. Participation in meetings with administration, staff and families.
6. Communication and consultation between administration, staff, students, and families.

B. Personnel.

1. Dynamic Speech, LLC shall ensure that the Speech Language Pathologist providing Services under this Agreement shall possess any and all licenses, permits, and

certificates required by law which are required for the performance of the Services referenced above.

2. Dynamic Speech, LLC shall ensure that the Speech Language Pathologist providing Services under this Agreement shall comply with all applicable state and federal laws, and the District's policies, including, but not limited to, those policies requiring the confidentiality of pupil records and health information.
- C. Indemnification.** Dynamic Speech, LLC agrees that it will hold harmless, defend and indemnify the District (and all affiliates, officers, directors, employees and representatives) from and against each and every demand, claim, loss, liability, or damage of any kind, including actual attorneys' fees and expenses, whether in tort or contract, whether personal injury or property damage, that the District may incur by reason of, or arising out of, (i) any claim made by any third party with respect to the Services or any work product provided as part of the Services, or (ii) any misrepresentation made in, or breach of the terms or warranties of, this Agreement, including without limitation any claim or action of any type or nature by or related to Dynamic Speech, LLC's infringement or misappropriation of any copyright, trade secret, patent or other intellectual property right with respect to the distribution, use or creation of such work product.
- D. Insurance.** Dynamic Speech, LLC shall, during the term of this Agreement, maintain, at its own expense, all necessary insurance, including but not limited to professional and general liability insurance in the amount of \$1 million per incident and \$3 million aggregate (annually). Dynamic Speech, LLC shall provide the District with a certificate of insurance evidencing such coverage upon request.
- E. Independent Contractor.** Dynamic Speech, LLC shall perform under this Agreement as an independent contractor, and not as an agent, employee, representative or partner of the District. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.
- F. Taxes.** Dynamic Speech, LLC shall pay and report all applicable taxes and assessments. Dynamic Speech, LLC agrees to file all required forms and make all required payments, as applicable. Dynamic Speech, LLC acknowledges that because Speech Language Pathologist is not an employee of the District, the District will not provide Dynamic Speech, LLC with any benefits of employment, such as health or disability insurance, retirement or welfare benefits, and the like.
- G. Rights.** Dynamic Speech, LLC and the Speech Language Pathologist shall have the right to perform work for others as long as Dynamic Speech, LLC and the Speech Language Pathologist fulfill the obligations hereunder.

H. Nonassignment of Rights or Obligations. Dynamic Speech, LLC may not assign its rights or obligations under this Agreement.

II. Responsibilities of the District. The District agrees to pay Dynamic Speech, LLC for Speech Language Pathology Services according to the mutually agreed upon terms and conditions set forth below.

The terms and conditions shall include:

A. Space and Equipment. The District shall provide necessary office space, equipment, supplies, and support required for the proper performance of the Services requested by the District.

B. Compensation and Invoicing.

1. The District shall pay Dynamic Speech, LLC the hourly sum of \$65.00 for the Speech Language Pathologist's Services.
2. The District shall pay Dynamic Speech, LLC for the mutually agreed upon hours of service provided and billed which is two (2) days per week for seven (7) hours per day.
 - a. Hours of service shall occur during the District's regular work schedule.
 - b. Any alteration of the mutually agreed upon hours by the District will require the District to pay for the originally agreed upon hours, or reschedule the hours.
3. Dynamic Speech, LLC shall issue written invoices to the District on a monthly basis by the 15th of each month and payment will be made the day after the last Board meeting of every month. The District shall pay Dynamic Speech, LLC on a monthly basis as approved by the Board of Education.
5. The District will issue an Internal Revenue Service Form 1099 with respect to Dynamic Speech, LLC's compensation. Dynamic Speech, LLC agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals including obligations such as payment of quarterly taxes, social security, disability and other contributions based on the fees paid to Dynamic Speech, LLC under this Agreement. Dynamic Speech, LLC agrees to indemnify and hold the District harmless to the extent the District becomes obligated to pay any of the above taxes or incurs any similar liabilities.

III. Responsibilities of Both Parties.

A. Term.

1. Dynamic Speech, LLC and the District agree that the Agreement shall be effective from the start of school to the end of the 2021-2022 school year.
2. The parties may mutually agree to extend this Agreement beyond the end of the 2021-2022 school year, for the purpose of evaluations, extended school year services, or to perform any other services, as deemed necessary by the District.
 - a. Hours provided during the summer months shall be provided on an "as needed" basis, as determined by the District.
 - b. The Services, hourly sum, and all other terms and conditions set forth herein shall continue for any extension of the Agreement unless the parties mutually agree to other terms in writing.

B. Termination.

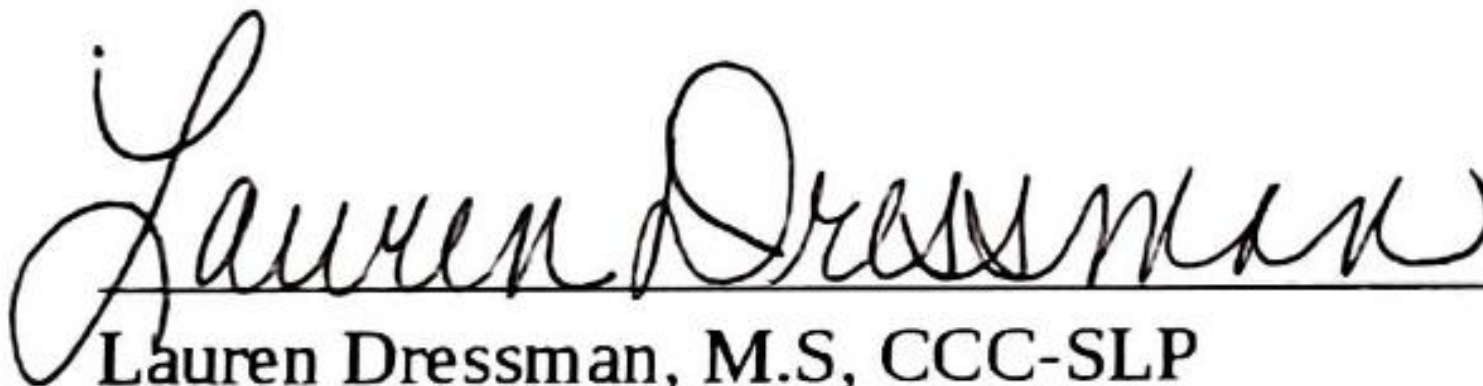
1. The District may terminate this Agreement effective immediately, by providing written notice to Dynamic Speech, LLC, if the District determines that the Speech Language Pathologist has violated any state or federal law, Board policies, and/or engaged in misconduct, including, but not limited to, insubordination, poor attendance, poor performance, misconduct, or any drug abuse.
2. Either party may terminate this Agreement with or without cause and with or without a hearing provided that the party seeking to terminate the Agreement provides thirty (30) calendar days written notice to the other party.
3. The District shall not hold Dynamic Speech, LLC liable or responsible for failure to provide Services pursuant to this Agreement if such failure or delay is due to family or medical emergencies, labor disputes, strikes, fires, riots, war, acts of God, or any other acts, causes, or occurrences beyond Dynamic Speech, LLC's control.

C. Miscellaneous.

1. Each Party represents and warrants that it has the full right and power to enter this Agreement and has the full right and power to agree to the terms and conditions set forth herein (as applicable to the granting Party).
2. This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements between the Parties, either

written or oral. The Parties are not relying on any statement or promises other than what is said in this Agreement.

3. This Agreement may be amended only by written instrument designated as an amendment to this Agreement and executed by the Parties to this Agreement.
4. This Agreement may be executed in counterparts, and each such duly executed counterpart shall be of the same validity, force and effect as the original. This Agreement may be executed electronically and counterparts may be exchanged by electronic means, including scanned signatures in pdf or other form. Upon delivery via facsimile or electronically, a signature shall be deemed an original and shall be admissible in evidence.
5. This Agreement is governed by laws of the State of Kentucky, without regard to its conflict of laws provision.
6. If any provision, or part of a provision, of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, the balance of this Agreement shall remain valid, unchanged and in full force and effect.

 Date: 5/20/2021
Lauren Dressman, M.S, CCC-SLP
Owner, Dynamic Speech, LLC
Speech Language Pathologist

Date: _____

Gallatin County Board of Education