

Contract for Speech Therapy Services
Patricia Williams
2024-2025

SPEECH AND LANGUAGE PATHOLOGY AGREEMENT

This Speech and Language Pathology Agreement (the “Agreement”) is made by and between Patricia Williams and the Board of Education for the Menifee County Schools (the “District”), a public school district in Kentucky. Each, Patricia Williams and the District is a “Party” to this Agreement (collectively, “Parties”).

Recital

Whereas, the District requires speech and language pathology services and Patricia Williams desires to provide such services to the District. Patricia Williams, works under the Critical Shortage Program through Kentucky Teacher Retirement System (KTRS)

Patricia Williams and the District, in consideration of this recital and the mutual covenants set forth below, agree as follows:

Mutual Covenants

I. Responsibilities of Patricia Williams.

- A. Services.** Patricia Williams will 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 as required by established procedures.
 2. Create IEPs for students for the 24/25 school year based on student’s identified needs in the area of communication in accordance with IDEA and KDE rules/regulations
 3. Treatment/remediation of communication disorders based on the individual student’s evaluation results and the planned intervention goals in the IEP.
 4. Timely documentation/record keeping of identification, evaluation, and treatment of communication disorders using the preferred method of the district (e.g., EZEDMED, Infinite Campus).
 5. Participation in meetings with administration, staff and families.
 6. Communication and consultation between administration, staff, students, and families.

B. Personnel.

1. Patricia Williams shall possess any and all licenses, permits, and certificates required by law that are required for the performance of the Services referenced above.
2. Patricia Williams 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. Patricia Williams 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 Patricia Williams 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. Patricia Williams, 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). Patricia Williams shall provide the District with a certificate of insurance evidencing such coverage upon request.

E. Independent Contractor. Patricia Williams 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.

II. Responsibilities of the District. The District agrees to pay Patricia Williams 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, technology, and support required for the proper performance of the Services requested by the District.

B. Compensation and Invoicing.

1. The District shall pay Patricia Williams the hourly sum of \$70.00 per hour for the Speech-Language Pathologist's Services.
2. The District shall pay Patricia Williams for the mutually agreed upon hours of service provided and billed.

- a. Hours of service shall occur during the District's regular work schedule.
 - b. Days of service shall occur during the District's 2024-2025 academic calendar year.
 - c. The service hours provided will be a maximum of 8 hours per week during the 36 weeks that students are in session. Any services exceeding 8 hours per week must receive prior approval from the Assistant Superintendent.
3. Patricia Williams will submit a timesheet for services by the 1st and 15th day of each month. Invoice will include days, location and hours worked.
 4. The district shall pay for Patricia Williams yearly American Speech-Language-Hearing Association (ASHA) fee, Kentucky Speech-Language-Hearing Association Conference and Kentucky Licensure Fee.

III. Responsibilities of Both Parties.

A. Term.

1. Patricia Williams, and the District agree that the Agreement shall be effective from August 1st 2024 to the end of the 2024-2025 school year. Patricia Williams, and the District recognize that the end of the 2024-2025 school year is dependent on inclement weather (or other factors) that may extend school days beyond the current school calendar.

B. Termination.

1. The District may terminate this Agreement effective immediately, by providing written notice to Patricia Williams, 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 Patricia Williams, 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 Patricia Williams'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.

By: _____ Date: _____
Patricia Williams, M.A.Ed., CCC/SLP

By: _____ Date: _____
Meniffee County Schools