

INDEPENDENT CONTRACTOR AGREEMENT (Service Agreement)

This agreement is made on August 18, 2023, by and between South Gibson School Corporation and Cincy Speech and Language Services, LLC located at 3130 Wolf Run Court, Cincinnati, OH 45244.

Cincy Speech and Language Services LLC, hereafter known as Contractor, for and in consideration of the sum of \$100.00 per hour, hereby agree to furnish South Gibson School Corporation, hereafter known as SGSC, the labor required for the duties of Speech-Language Pathologist for the 2023-2024 academic school year. The labor includes direct therapy services and indirect therapy services. No later than the fifth (5th) day of each calendar month, the Contractor shall prepare an invoice reflecting the hours and total gross value of services rendered to students during the preceding month and email the invoice to Brian Harris, Director of Special Education, at brian.harris@sgibson.k12.in.us. SGSC will pay Contractor within 30 days of receiving Contractor's invoice. If Contractor does not receive full payment within 30 days of invoice date, there will be a \$50 per day late fee.

The term of this agreement is for the 2023-2024 academic year as indicated by the SGSC academic schedule. SGSC and Contractor agree that the Contractor will perform speech-language services utilizing their independent expertise, training, experience, and judgment. SGSC shall determine the students to be serviced by the Contractor. The Contractor shall determine the legal means by which the services are accomplished. The Contractor shall determine how and when the services are provided. While performing services, the Contractor agrees to abide by and enforce all applicable SGSC policies and regulations.

SGSC and Contractor agree that the Contractor is an independent contractor. The Contractor, and any of its agents or subcontractors, shall not, as a result of this agreement, be considered employees of SGSC for any purpose. SGSC will issue the Contractor a Form 1099. SGSC shall neither pay nor withhold federal, state, or local income tax or payroll tax of any kind on behalf of the Contractor. Contractor agrees that they will be responsible for all such taxes. The Contractor is not entitled to any employee benefits, including professional development reimbursement, unemployment compensation, life/health insurance, vacation/holiday/sick pay, or pension contribution. The Contractor will provide a completed form W-9 to SGSC.

Contractor may use subcontractors to perform the speech-language pathology services. It is the responsibility of the Contractor to ensure that all subcontractors are licensed speech language pathologists and able to perform all necessary services.

SGSC is not responsible for internet reimbursement as services will be completed virtually.

If SGSC cancels Contractor's services for a scheduled day with less than 24 hours notice, SGSC agrees to pay for 100% of the scheduled work day, not to exceed 7 hours per day. This 'no show' can only be invoiced if the Contractor's therapy sessions had been previously

scheduled. This includes events such as a weather absence due to a snow day, field trip, school event, disaster, or other unforeseen circumstance.

The scope of practice pertinent to this contract includes direct therapy services including: direct therapy, assessments, report writing, annual IEP documentation, annual conferences, and Progress Report writing. The scope of practice pertinent to this contract includes indirect therapy services including: scheduling, therapy preparation time, therapy documentation time, billing, assessment and progress report writing, teacher consultation, and caregiver communication. The Contractor and any subcontractors shall provide quarterly written progress reports for the purpose of progress tracking for each student on the Contractor's caseload.

This contract may be canceled during its term with a 30 day written notice by either SGSC or Cincy Speech and Language Services, LLC.

SIGNATURE: _____
Theresa Schmelzer, MA, CCC/SLP
Member, Cincy Speech and Language Services, LLC

SIGNATURE: _____
Brian Harris, Special Education Director
South Gibson School Corporation