INDEPENDENT SPEECH CONTRACTOR AGREEMENT

I. **The Parties.** This agreement is made between a business entity known as Montgomery County Schools with a mailing address of 441 Page Street, Troy, North Carolina, 27371 ("Client")

AND

One (1) individual/s known as Ashley N. Furr with the mailing address of 912 North Eleventh Street, Albemarle, North Carolina, 28001 ("Contractor")

WHEREAS the Client intends to pay the Contractor for services provided, effective August 1 2023, under the following terms and conditions:

II. **Services.** The Contractor agrees to provide the following:

- Perform diagnostic procedures to determine presence and severity of communication disorders, including screenings and evaluations.
- Develop goals/objectives, plans of care, and provide treatments for students identified in the Exceptional Children's program.
- Collaborate with educators and other service providers for general education interventions as part of the MTSS process and share relevant IEP information for identified students with communication impairments.
- Complete required documentation, (e.g., evaluation/screening reports, daily documentation, progress reports, IEP forms), for referrals/placement of students at risk and/or identified with communication disabilities for students identified in the EC program.
- Schedule, direct, and participate in IEP meetings with parents, service providers, and staff.
- Provide consultative services for students who need accommodations/modifications for students with special communication needs as outlined in the IEP.
- Make recommendations for materials, devices, and/or items to improve communication skills as required in the educational environment for students identified with special communication needs.
- Make referrals, as needed, to other services providers and agencies to meet students' needs.

*All services shall be performed with fidelity and the service provider will follow the Code of Ethics as determined by the American Speech Language and Hearing Association (ASHA). The Contractor agrees to maintain requirements for required licensure and certification to perform services included therein.
Hereinafter known as the "Services".

III. Payment. The Client agrees to pay for the Services performed by the Contractor.

The Contractor agrees to be paid as follows:

On a per hour basis at a rate of $70.

Contractor will invoice The Client on a monthly basis. Invoices will be submitted by the contractor on the last working day of each month. Payment shall be due within 14 days of invoice submission.

IV. Due Date. The Services provided by the Contractor shall begin on August 1 2023 and end on July 29 2024. All Services provided by the Contractor must be completed by June 29 2024.

V. Expenses. The Contractor shall be reimbursed for the following expenses that are attributable directly to the Services performed under this Agreement: ~~Travel time (round trip) to/from Contractor's home office, mileage between schools/facilities~~. Travel mileage will be paid between school/facilities per approved mileage chart. Materials required to carry out Services, including evaluation kits and treatment tools. The Client will be required to pay the Contractor within thirty (30) days of any Expense after receiving an itemized expense statement from the Contractor.

VI. Independent Contractor Status. The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity of an independent contractor, Contractor agrees and represents:

Contractor has the rights to perform Services for others during the terms of this Agreement;

Contractor has the sole right to control and direct the means, manner, and method by which the Services by this Agreement will be performed. Contractor shall select the

routes taken and will perform direct student services during school hours in the school setting. Indirect services may be performed outside normal operating school days/hours.

Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required under this Agreement;

~~Neither the Contractor nor the Contractor's employees or personnel, shall be required to wear any uniforms provided by the Client;~~

The Services provided by this Agreement will be performed by the Contractor, Contractor's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Contractor;

Neither the Contractor nor the Contractor's employees or personnel will be granted limited hours to complete necessary task requirements to fulfill requirements to complete the Services.

VII. Businesses, Licenses, Permits, and Certificates. The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

VIII. Federal and State Taxes. Under this Agreement, the Client shall not be responsible for:

Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor;

Making federal or state unemployment compensation contributions on the Contractor's behalf; and

The payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes, and if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide Client with proof that such payments have been made.

Contractor shall provide Client with a completed W-9 form.

IX. **Benefits of Contractor's Employees.** The Contractor understands and agrees that they are solely responsible and liable for all benefits that are provided to their employees including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

X. **Unemployment Compensation.** The Contractor shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

XI. **Workers' Compensation.** The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

XII. **Liability Insurance.** The Contractor agrees to bear all responsibility for the actions related to themselves and their employees and personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability.

There shall be a limited amount of combined single limit of $1,000,000.00.

XIII. **Indemnification.** The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services in this Agreement.

XIV. **Termination of Agreement.** This Agreement shall terminate on June 29, 2024.

In addition, the Client or Contractor may terminate this Agreement, including any obligations stated hereunder, with reasonable cause by providing written notice of:

A material breach of the other party; or

Any act exposing the other party to liability to others for personal injury or property damage.

XV. **Option to Terminate.** The Client or Contractor shall not have the option to terminate this Agreement unless there is reasonable cause as defined in Section XIV.

XVI. **Exclusive Agreement.** This entire agreement is between the Client and Contractor.

XVII. **Resolving Disputes.** If a dispute arises under this agreement, any party may take the matter to a North Carolina state of court.

XVIII. **Confidentiality.** The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, and proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform the Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

The written, printed, graphic, or electronically recorded materials furnished by the Client for Contractor use;

Any written or tangible information stamped "confidential", "proprietary", or with a similar legend, or any information that Client makes reasonable efforts to maintain secrecy of student records and identifying information, plans or strategies, student lists, operating procedures, know-how and processes, computer programs and inventories, discoveries and improvements of any kind; and

Information and records belonging to students, parents, and/or staff of the Client about whom Contractor gained knowledge as a result of Contractor's services to the Client.

Upon termination of the Contractor's services to the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business.

The Contractor acknowledges that any breach or threatened breach of confidentiality of this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief,

including an injunction, in the event of such breach. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

XIX. Proprietary Information. Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress, and deliverables will be the sole propriety of the Client, and Contractor hereby assigns to the Client all right, title, and interest therein, including but not limited to, all audiovisual, literary, moral rights, and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

Contractor hereby assigns the Client all right, title, and interest in any and all photographic images and videos and audio recordings made by the Client during Contractor's work for them, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and

The Client will be entitled to use Contractor's name and/or likeness use advertising and other materials.

XX. No Partnership. This agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall not enter into contracts on Client's behalf or represent the Client in any manner.

XXI. Assignment and Delegation. The Contractor may assign rights and may delegate duties under this Agreement to other individuals or other entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Section XVIII and XIX of this Agreement. If information is shared by the Subcontractor to third (3rd) parties, the Contractor shall be made liable.

XXII. Additional Terms and Conditions. Services will be provided in-person to students and virtually in extenuating circumstances, such as in cases of adverse weather conditions, student/Contractor medical reasons, mass quarantine, or

any other reason for school closures requiring remote services to be delivered. A full caseload will be accommodated following state regulations for caseload/workload limitations. Reimbursement will be provided for direct/indirect services as logged by Contractor.

XXIII. **Governing Law.** This agreement shall be governed under the laws of North Carolina.

XXIV. **Severability.** This agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall remain legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXV. **Breach Waiver.** Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as waiver of any subsequent breach by the Contractor.

XXVI. **Entire Agreement.** This Agreement, along with any attachment or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Contractor.

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Dr. Dale Ellis, Superintendent Steve DeBerry, School Board Chair

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Mitch Taylor, Chief Financial Officer Clarkie Hussey, EC Director

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Ashley N. Furr, CCC-SLP
Speech-Language Pathologist