



Nexus Therapy + School Contract
“Building Brighter Futures Together”

2024-2025 School Year

It is agreed by the Coeur d’Alene Charter Academy, herein known as the Contractor, and Nexus Therapy, herein known as the Contractee, that the Contractee shall provide speech therapist and school psychologist services via a remote service delivery model as outlined in this contract Agreement.

The Contractee understands that this contract is for a maximum of 39 weeks of service, at which time it shall be terminated and all compensation shall cease. These 39 weeks will begin the week of August 19, 2024, and will end no later than June 12, 2025. The 39 weeks of service are representative of weekly speech and language therapy sessions (3 students, 2 groups 30 minutes per week), evaluations, and Individualized Education Program (IEP) development, including data collection, progress reporting, collaboration with staff, and meetings with IEP teams, for a maximum of 2 billable hours per week. It is also representative of “as needed” school psychologist services for the 2024-2025 school year, including evaluations, confirming transfer documentation, collaboration with staff, attending IEP and evaluation meetings, writing reports, data collection, etc.

Speech-Language Pathologist (SLP) and school psychologist services will be provided for students enrolled in the Coeur d’Alene Charter Academy during school hours, including before and after school times for IEP and evaluation-related meetings. The Contractee is responsible for providing their own technology device (i.e., computer/laptop with webcam and microphone) and high-speed Internet service to allow for remote services via online video conferencing platforms. An assistant will be provided by the Contractor for up to 30 minutes per day to assist with remote services, including, but not limited to, preparing students and materials, documentation of therapy sessions, and individualized therapy as supervised by the SLP.

Speech therapy services will be billed at the rate of \$85 per hour and up to 2 hours per day/week that school is in session. The contract will not exceed \$6,630 for the 39 weeks of SLP service. If the student is absent, but the Contractee is present and prepared, they can still bill for that session time. If the Contractee is absent, they would be expected to give a best effort to make up those missed IEP minutes. School psychologist services will be billed at the rate of \$100 per hour, “as needed”.

<u>Service Provided</u>	<u>Time</u>	<u>Cost</u>
Speech Therapist	up to 2 hours/week	\$85 per hour up to 1 hour/day
School Psychologist	“As needed”	\$100 per hour, as needed

Accreditation and/or License

Contractee is required to maintain valid Certificate of Clinical Competence (CCC) and Idaho state SLP and/or school psychologist licensure in good standing under the laws of the jurisdiction in which it is organized or licensed.

Confidentiality Clause

While performing under this Agreement, Contractee may be exposed to or acquire confidential information. Confidential information may include, but is not limited to, client information, contract terms, or proprietary data in any form, whether written or oral, and Contractee (i) shall not disclose confidential information except as permitted by this Agreement and (ii) only permit use of such

confidential information by employees, agents, representatives, having a need to know in connection with performance under this Agreement.

Federal/State Laws

Contractee agrees to abide by all pertinent state and federal laws and regulations, including Family Education Rights and Privacy Act (FERPA), in the performance of its obligations hereunder.

Indemnification/Hold Harmless Clause

The Contractee and Contractor agree that with respect to any claim or lawsuit arising out of the activities described in this contract, each party shall only be responsible for that of any liability resulting from the actions or omissions of its own self. Each party shall defend, indemnify, and hold-harmless the other party from and against all liability, loss, expense, attorney fees, or claims for injury or damages caused by or resulting from the actions or omission of the indemnifying party.

Independent Contractor / Assignment

Contractee, in its performance of these services, shall be and remain an independent contractor and nothing herein shall be construed to be inconsistent with this relationship or status. Neither party may assign/subcontract its duties, rights, or obligations under this Agreement without prior written approval of both parties. Such approval shall not be unreasonably withheld.

Insurance

Contractee shall maintain professional liability insurance at their own cost and throughout the duration of this Agreement, with a per limit minimum of \$1,000,000 per incident and \$3,000,000 annual aggregate.

Non-Compete Clause

The Contractor agrees not to direct hire the Contractee's education professional for a period of at least 365 days after this contract expires. If the Contractor does direct hire the Contractee's educational professional before 365 days from the end of this contract, the Contractor agrees to pay a fee of \$25,000.

Suspension and/or Debarment

The Contractee certifies that they have not been suspended, debarred, or declared ineligible from conducting business with state or federal agencies. Notice must be given immediately if Contractee becomes excluded or barred from any of the above programs.

Termination Clause

Either party may terminate this Agreement without cause by giving written notice to the other party at least thirty (30) days in advance of the termination specified in such notice. If the Contractee is found to be in breach of this Agreement, the Contractor may terminate the Agreement at any time.

Dispute, Appeal, and Arbitration Clauses

If any dispute between the parties arises out of this Agreement, the parties agree to meet and confer on any issue that is the subject of a dispute under this Agreement. In the event the parties are unable to resolve a dispute, the parties shall submit the dispute to binding arbitration by a single arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator shall have the discretion to award to the prevailing party, if any, that party's attorney's fees and costs or

otherwise apportion the parties' attorneys' fees and costs between them as part of the arbitrator's decision.

Amendment Clause

All amendments must be in writing and be approved and signed by both parties.

 Angela Durick 4/29/24

Contractor

Date

Contractee

Date

~~Angela Durick, Business Manager~~
Coeur d'Alene Charter Academy

Anthony Thompson, MSCCC-SLP
Founder, Nexus Therapy

ANGELA DURICK, CFO