



Galaxy Speech Care, LLC
13835 Hawthorn Ave
Eastvale, CA-92880
917-379-1930
galaxyspeechcare@gmail.com

Independent Contractor Agreement

This Agreement is entered into between the **Alvord unified school district (AUSD)** and **Galaxy Speech Care, LLC, (CONTRACTOR)**. This agreement is valid effective between **08/05/2020** and **06/30/2021**. The start date of professional services by Galaxy Speech Care is contingent upon approval by Special Education Department at Alvord Unified School District. Galaxy Speech Care, LLC is a Small Business agency that offers professional Speech & Language therapy & Psycho-educational services to students in the public school settings. Galaxy Speech Care, LLC is a Speech Pathologist owned and operated staffing agency to provide Speech Language Pathology services at schools, home health settings and nursing homes. CONTRACTOR is specifically trained, experienced, and competent to provide such services.

The parties agree as follows:

1. **Services:** CONTRACTOR agrees to provide the following services. (Provide full description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.) Contractor will provide Services that align with the scope and practice for Speech and Language Pathology, as defined by the California Speech-Language Pathology and Audiology Board, for provision of speech/language therapy services in the public school setting. Services to include direct and indirect activities as they pertain to eligible students on caseload and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.
2. **Compensation:** For the services rendered by Galaxy Speech care, LLC, AUSD shall pay the contractor:
 - **\$85/hour for professional services rendered by Speech Pathologist**
 - **\$ 87/hour for Bilingual Speech pathologist**
 - **\$57/hour for professional services rendered by Speech Language Pathologist Assistant**
 - **\$90/hour for professional services rendered by School Psychologist**
 - The compensation is for the school year 2020-21 for a total of 37.5 hours/week. If AUSD requires an employee of Galaxy Speech Care, LLC to perform professional speech pathology duties on any legal holiday or beyond forty (40) hours per week, AUSD will pay one and one-half times the employee's regular rate of pay for those hours worked in excess by the professional. Payment to be made to CONTRACTOR within 30 days of receipt of invoice for service rendered as agreed upon within this contract.
3. **Invoicing:** Galaxy Speech Care will offer invoice and bill AUSD once monthly and all notices and invoices provided for under this Agreement shall be by email.



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4. **Insurance:** CONTRACTOR shall maintain general liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. The coverage shall be primary to Galaxy Speech Care, LLC and shall name the AUSD as an additional insured.
5. **Professional Requirements:** The parties to this Contract agree that the Independent Contractor is a professionally licensed Speech Language Pathologist Assistant who is qualified to perform speech & language therapy. The Independent Contractor shall provide a copy of a current California license, a tuberculosis test, background verification and CPR certifications at the time of entering into the Contract and a subsequent copy upon renewal.

The Independent Contractor will be solely and entirely responsible for his or her acts, during the performance of this Contract. The Independent Contractor agrees to regularly consult with and to report any inability or failure to render agreed services to Special Education Department, AUSD. The Independent Contractor shall report all matters affecting the case management to Special Education Department, AUSD.

6. **Background verification:** Galaxy Speech care, LLC ensures that the employees hired shall be thoroughly verified by background verification requirements. Employees shall have TB Test and physical examinations routinely done once in every 3 years to comply with state requirements to work with children and students in federal schools.

Verification of Employment status: The Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

7. **Assignment:** This Agreement may only be amended or altered by another written agreement executed by both parties. Both Alvord Unified School District and Galaxy Speech Care shall provide 15 days of notice prior to terminating their service obligations in the agreement.



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8. Attorneys' fees & costs: In the event either party defaults in the performance of any of the terms, covenants, and conditions of this Agreement, the defaulting party agrees to pay all damages and costs incurred by the other party, including reasonable Attorneys' fees.

9. Distance learning Services: In the event of school closures due to state & federal mandates, Employees of Galaxy Speech Care will be trained on the distance learning mode and are eligible to continue to offer professional services with AUSD. Galaxy Speech Care will continue to provide services through the timeframe decided by the school district and will be paid the contracted billable rate for the guaranteed hours.

10. Termination: AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. However, AUSD shall offer prior notice of 15 business days prior to the termination of this agreement with Galaxy Speech care, LLC. All pending payments shall be compensated for services satisfactorily provided through the date of termination.

11. Completeness of Agreement: This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

Contractor: Galaxy Speech Care, LLC

Client: Alvord Unified School District

Name: Srivathsan Nallur

Name: Sheri Kernp, Ed.D.

Signature: *N.V. Nallur*

Signature: *Sheri Kernp, Ed.D.*

Title: Owner, Galaxy Speech Care, LLC

Title: Assistant Superintendent,
Educational Services

Date: 08/05/20

Date: 09/23/2020

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