

BAILEY CHARTER ELEMENTARY SCHOOL
INDEPENDENT CONTRACTOR AGREEMENT
2022-2023 SCHOOL YEAR

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made this **day of August 2022** (the “Effective Date”), by and between Bailey Charter Elementary School, a Nevada public charter school (the “Client”) and as an Independent Contractor (“Contractor”).

Recitals

WHEREAS, subject to the terms and conditions set forth herein, the Client desires to engage Contractor to provide **SERVICE** services (the “Services”) to Bailey Charter Elementary School; and:

WHEREAS, Contractor represents that she has experience and skill in ; and

WHEREAS, subject to the terms and conditions set forth herein, Contractor desires to provide the aforementioned Services to the Client; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. **CONTRACT.**

1.1 **Engagement.** During the term of this Agreement, Client hereby engages Contractor, and Contractor hereby accepts such engagement, for the provision of Services by Contractor to Client as further described in Exhibit A attached hereto, upon the terms and conditions set forth herein.

1.2 **Scope of Services.** Contractor shall furnish all labor, services, materials, installation, supplies, insurance, utilities, storage, and other facilities of every kind and description required to perform the work necessary or incidental to complete the Services.

1.3 **Schedule for Work.** Contractor shall perform the Services in accordance with the schedule set forth in Exhibit A.

1.4 **Changes in the Services.** Changes, alterations, or modifications of the Services shall be written pursuant to a written order between the Client and the Contractor. If a change is made, the value of labor and services added or omitted shall be billing according to the terms of this contract.

1.5 **Inspection; Reports.** Contractor shall at all times furnish to Client and/or their representatives, safe and proper facilities for inspection and audit of all records in relation to the Services. Upon Client’s request, Contractor shall furnish to Client full reports of the progress of the Services.

2. **COMPENSATION.**

2.1 **Fees.** As full and complete consideration for the Services to be performed by Contractor hereunder, the Client agrees to pay fees to Contractor on the basis, and at the times and in the manner, specified in Exhibit A (the “Service Fees”).

2.2 **Expenses.** Contractor shall provide all Services included in this Agreement at his/her own expense; provided, however, that Client hereby agrees to reimburse Contractor for any reasonable expenses incurred in connection with the provision of Services but not included in this Agreement provided that (a) such expenses are directly related to the Services as outlined in Exhibit A, (b) Client has given prior written approval of such expenses, and (c) Contractor submits verification of such expenses as Client may require. Unless other terms are set forth in a writing signed by both parties hereto, expenses payable by Client to Contractor under this Agreement shall be due and payable within ten (10) business days following the bi-monthly billing during the continuance hereof.

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3. RELATIONSHIP OF PARTIES. Contractor, in providing the Services to Client hereunder, is acting only as an independent contractor, and not as an agent of Client and shall have no right, power, or authority to act or create any obligation, express or implied, on behalf of Client, except as expressly agreed otherwise in writing by both parties. Nothing in this Agreement shall be construed to create the relationship of employer and employee, master and servant, or principal and agent, between Client and Contractor. This Agreement shall not be construed to be a partnership or joint venture. No employees or agents of either party shall be deemed to be employees or agents of the other party for any reason whatsoever.

4. CONTRACTOR'S ADDITIONAL RESPONSIBILITIES REGARDING TAXES AND BENEFITS; FREEDOM TO PROVIDE SERVICES.

4.1 Contractor's Additional Responsibilities Regarding Taxes and Benefits. Contractor agrees, covenants, and represents that because Contractor is an independent contractor and not an employee of Client: (a) Contractor shall be responsible for paying any federal, state, or local payroll, social security, disability, workers' compensation, self-employment insurance, income and other taxes or assessments and for filing all related tax, information, and other returns; (b) Contractor shall at Contractor's expense, pay and be fully liable and responsible for, and indemnify and hold harmless Client for, any assessments, fines or penalties relating to Client's failure to pay or withhold any and all taxes relating to any compensation paid pursuant to this Agreement or to file any and all required returns; (c) Contractor shall not be eligible to participate in Client's workers' compensation, unemployment, disability, medical, dental, life or other insurance programs, or any other benefit or program that is sponsored, financed or provided by Client for its employees; and (d) Contractor shall accept exclusive liability for and indemnify, hold harmless and defend Client from any and all costs, liabilities, damages, attorneys' fees, or expenses of any kind that arise out of, or are in any way related to the negligence or misconduct, or acts or omissions, of Contractor while performing or failing to perform Contractor's duties under this Agreement and all applicable federal, state and local laws.

4.2 Contractor's Freedom to Provide Services. Contractor represents and warrants that it is under no obligation or restriction, nor will it assume any such obligation or restriction, that would in any way interfere or be inconsistent with the Services to be performed by Contractor under this Agreement.

5. LICENSES AND PERMITS; COMPLIANCE WITH LAWS. Contractor shall apply for and obtain all necessary licenses and permits required to complete the Services. Contractor shall conform strictly to all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all applicable workers' compensation and labor laws.

6. CONFIDENTIALITY; WORK PRODUCT; CLIENT PROPERTY.

6.1 Confidentiality. Contractor acknowledges that in the course of performing under this Agreement, Contractor may have access to confidential and proprietary information of Client, including without limitation any information, technical data, concepts, ideas or know-how concerning Client or its business (including but not limited to information relating to students, parents, families and staff), whether prepared by Client, its representatives or otherwise, regardless of the form or format in which communicated, which is furnished to Contractor or its representatives, now or in the future, by or on behalf of Client, and shall include, among other things, all notes, analyses, compilations, studies, interpretations or other documents prepared by Contractor or its representatives which contain, reflect or are based upon, in whole or in part, the information furnished to Contractor or its representatives by Client or its representatives pursuant hereto (collectively, "Confidential Information"). Contractor hereby acknowledges and agrees that all Confidential Information shall constitute the sole and exclusive property and proprietary information of Client and that Contractor shall have no rights thereto. Contractor and its employees, representatives, and agents shall maintain the confidentiality of the Confidential Information and shall not sell, license, publish, display, distribute, disclose, or otherwise make available the Confidential Information to any third party nor use such information except as authorized by this Agreement or as expressly required by law. Contractor hereby acknowledges and agrees that this obligation survives any expiration or termination of this Agreement.

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6.2 Client Property. Upon termination of the Agreement or earlier as requested by Client, Contractor will deliver to Client any and all Client property, including without limitation work product, drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any proprietary information or work product of the Client. Client's property shall include all property purchased by the Client or property which was purchased by Contractor, the purchase price of which was subsequently reimbursed by Client. Contractor further agrees that any property situated on Client's premises and owned by Client, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Client personnel at any time with or without notice.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor hereby represents and warrants that (a) all work completed by Contractor in relation to the Services will be the work of the Contractor and any third parties will have executed assignment of rights reasonably acceptable to Client; (b) the equipment and facilities will not be subject to any mortgages, liens, pledges, security interests, encumbrances or encroachments; (c) Contractor has full right and power to enter into and perform this Agreement without the consent of any third party; (d) Contractor will take all necessary precautions to prevent injury to any persons (including employees of Client) or damage to property (including Client's property) during the term of this Agreement; and (e) should Client permit Contractor to use any of Client's equipment or facilities during the term of this Agreement, such permission shall be gratuitous and Contractor shall be responsible for any injury to any person (including death) or damage to property (including Client's property) arising out of use of such equipment or facilities, whether or not such claim is based upon its condition or on the alleged negligence of Client in permitting its use.

8. INDEMNIFICATION.

8.1 Indemnification by Contractor. Contractor shall indemnify, defend, and hold harmless Client, its affiliates, directors, officers, members, managers, representatives, employees, sublicensees, customers, and agents from and against any suits, claims, losses, demands, liabilities, damages, costs and expenses (including court costs, reasonable attorney's fees and reasonable investigative costs) in connection with any suit, demand or action by any third party arising out of or resulting from (a) any breach of its representations, warranties or obligations set forth in this Agreement, or (b) any negligence, willful misconduct or breach of this Agreement or any applicable laws or regulations by Contractor, except to the extent that any of the foregoing arises out of or results from the breach by Client of this Agreement or any applicable laws or regulations, or the gross negligence or willful misconduct of Client (a "Claim"), provided that Client gives Contractor written notice of any such Claim and Contractor has the right to participate in the defense of any such Claim at its expense. From the date of written notice from Client to Contractor of any such Claim, Client shall have the right to withhold from any payments due Contractor under this Agreement the amount of any defense costs, plus additional reasonable amounts as security for Contractor's obligations under this Section 8.

8.2 Indemnification by Client. Client shall indemnify, defend, and hold harmless Contractor, its affiliates, directors, officers, members, managers, representatives, employees, sublicensees, customers, and agents from and against any suits, claims, losses, demands, liabilities, damages, costs and expenses (including court costs, reasonable attorney's fees and reasonable investigative costs) in connection with any suit, demand or action by any third party arising out of or resulting from (a) any breach of its representations, warranties or obligations set forth in this Agreement, or (b) any negligence, willful misconduct or breach of this Agreement or any applicable laws or regulations by Client, except to the extent that any of the foregoing arises out of or results from the breach by Contractor of this Agreement or any applicable laws or regulations, or the gross negligence or willful misconduct of Contractor (a "Claim"), provided that Contractor gives Client written notice of any such Claim and Client has the right to participate in the defense of any such Claim at its expense.

9. DEFAULT AND REMEDIES.

9.1 Events of Default. Contractor shall be in default under this Agreement if at any time Contractor: (a) abandons or fails in any respect to provide the Services with promptness and diligence; (b) gives Client a reasonable basis to doubt that the Services can be completed; (c) declares bankruptcy or make a general assignment for the benefit of creditors, file for

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bankruptcy, assign assets for the benefit of creditors, become insolvent, or be unable to pay its obligations as they mature; or (d) otherwise fails to perform any of the terms and conditions set forth in this Agreement (“Default”).

9.2 Remedies. In the event of any Default by Contractor, Client may pursue any remedies available by common law or statute, including without limitation the following: (a) withhold any amounts due, or thereafter to become due, to Contractor under the Agreement; (b) provide and/or supplement any labor as Client, in its sole discretion, determines are necessary to cure such default, and deduct the cost thereof from any money then due, or thereafter to become due, to Contractor under the Agreement; (c) terminate the Agreement; and (d) take-over Contractor’s Services or contract with a third party or parties to provide the Services.

10. TERM AND TERMINATION. This Agreement shall become effective on the Effective Date and will continue until **June 30, 2023**, unless extended by mutual agreement of the Parties. Client may terminate this Agreement at any time, with or without cause, at its convenience, and any such termination shall be effective immediately. Upon termination, Client shall pay Contractor for all accrued fees and previously authorized expenses incurred prior to the time Client provides notice of termination to Contractor.

11. GENERAL PROVISIONS.

11.1 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes any contracts, agreements or understanding (oral or written) of the parties with respect to the subject matter hereof. No term of this Agreement may be amended except upon a signed written agreement of both parties, unless otherwise provided in this Agreement.

11.2 Binding Effect; Assignment. This Agreement shall inure to the benefit of, and shall be binding upon, the parties, their successors, and permitted assigns. Contractor may not subcontract or assign any of its rights, duties or obligations hereunder without the prior written consent of Client.

11.3 Governing Law; Alternative Dispute Resolution. Any and all disputes, controversies or claims arising under or in connection with this Agreement, including without limitation, fraud in the inducement of this Agreement, or the general validity or enforceability of this Agreement, shall be governed by the laws of the State of Nevada, without giving effect to its conflict of laws’ provisions, and shall be submitted to binding arbitration before one arbitrator of and in accordance with the Commercial Arbitration Rules of the American Arbitration Association and conducted in a private manner in Washoe County, Nevada. All expenses of any arbitration shall be borne equally by the parties. All fees, including legal fees shall be borne by the party who incurred said fees. The award of the arbitrator shall be final and enforceable in the courts of Nevada. All costs of enforcement are to be borne by the losing party. In reaching his or her decision, the arbitrator shall have no authority to change or modify any provision of this Agreement. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure so long as all discovery is conducted under a confidentiality order issued by the arbitrator prohibiting the use of any information disclosed or delivered in the discovery process except for use within the arbitration. Upon conclusion of the arbitration, all documents or tangible items disclosed must be returned to the party who produced the items.

11.4 Notices. Any notice or notices which any party hereto deems necessary, useful or convenient to give to any other party or parties hereto, at any time and from time to time, shall be in writing and shall be personally served upon or sent by registered or certified mail to the parties at the following addresses:

To Client:	Bailey Charter Elementary School 210 Gentry Way, Reno, NV 89502 Attention: Kelly Wales, Principal (775) 323-6767 ext. 110
With a Copy to:	Drinkwater Eaton Law Offices 5421 Kietzke Lane, Suite 100, Reno, Nevada 89511

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Attention: Bonnie Drinkwater, Esq.
(775) 828-0800

To Contractor at: NAME
 ADDRESS
 PHONE

11.5 Attorneys' Fees and Costs. If either party brings any legal action or any arbitration or other proceeding to enforce the terms of this Agreement or seek other relief related to this Agreement, the non-prevailing party shall pay reasonable attorneys' fees and other costs incurred in that action or proceeding.

11.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to constitute but one and the same instrument.

11.7 Headings. The headings and captions contained in this Agreement are inserted only as a matter of convenience and reference. Said headings and captions shall not be construed to define, limit, restrict, extend or describe this Agreement or the intent of any provision hereof.

11.8 Waiver. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision, or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

11.9 Severability. If any provision of this Agreement is declared invalid or unenforceable by a court or other body of competent jurisdiction, the remaining terms of this Agreement will continue in full force and effect.

11.10 Time of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CLIENT:
Bailey Charter Elementary School,
a Nevada public charter school

CONTRACTOR:

By: _____
Kelly Wales, Principal

By: _____

Date: _____

Date: _____

Approved by Board of Directors:

Todd Wilson, President
Board of Directors

Please attach:

- Certificate of Insurance
- IRS Form W-9
- Valid License / Credential
- PERS Documentation

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EXHIBIT A

Scope of Services; Guidelines; Compensation

Scope and Services: Speech Language Pathologist Responsibilities and duties include but are not limited to:

- a) Collaboration with principal, special education case manager, student(s), parent(s)/guardian(s), classroom teachers, school psychologists, and other stakeholders.
- b) Delivery of student services and assessments effectively, as determined by NAC 388 and the Individuals with Disabilities Education Act (IDEA) where speech and language services are applicable for determining eligibility, where the student's Individualized Education Plan (IEP) notes speech and language services for Speech and Language Impairment as the primary eligibility category, or as a required related service for other eligibility categories. Services will be provided as indicated by student's IEP in either individualized or small group setting, where recognized by the IEP team.
- c) Keep and maintain thorough, accurate records and documents for each meeting and student session(s).
- d) Monitor, track progress, and provide support on IEP goal(s).
- e) Document services provided for each student in a timely manner, using the required programming.
- f) Provide input on present levels of performance for IEPs, initial eligibility team meetings, three (3) year evaluations, and/or change of placement eligibility team meetings, where appropriate.
- g) Attend IEPs meetings, initial eligibility team meetings, three (3) year evaluations, and/or change of placement eligibility team meetings, where appropriate. Attendance at meetings may be in person or completed virtually.

Guidelines for Provision of the Services: The Services shall be performed by Contractor in accordance with the following guidelines:

- a) Act consistently in accordance with the stated philosophy and objectives and abide by the established rules, regulations, policies and procedures of the School;
- b) Adhere to Nevada Charter School Law, State Board of Education rules and regulations, school regulations and procedures, and contractual obligations.
- c) Display the highest ethical and professional behavior and standards when working with students, parents, school personnel, and agencies associated with the school.
- d) Provide information to staff, as required for performance of staff duties; notify the Principal immediately of any unusual circumstances.
- e) Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within legal confines
- f) Understands that unless terminated earlier in accordance with this Agreement, Contractor is obligated to perform Services during the entire period of the Agreement, as above indicated, in accordance with and during the established days of the school calendar and schedule (Exhibit B).

Compensation Payable by Client to Contractor

Contractor shall be paid a base rate of \$90.00 per hour, per fiscal year for the year ending June 30, 2023.

Terms of Payment

Amounts payable under this Agreement shall be due and payable within ten (10) business days following the billing by Contractor during the continuance hereof. Contractor shall submit monthly. Any amount not paid within ten (10) business days shall be charged interest on the unpaid balance at a rate of 1.5% per month, or 18% per annum.

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EXHIBIT A

**Scope of Services; Guidelines; Compensation
School Nurse**

Scope and Services: School Nurse Responsibilities and Duties include but are not limited to:

- a) Work with school staff and parents/guardians to facilitate a low-cost or no-cost professional evaluation, where appropriate, for students who do not have adequate medical or financial resources.
- b) Complete health screening of students to comply with the provisions of NRS 392.420 "Health and Safety," NRS and NAC 632, the Nevada Nurse Practice Act, and the Nevada School Nurse Regulation and Advisory Opinion (SNRAO).
 1. Coordination with Registrar to document normal screening results into the electronic student records database (Infinite Campus).
 2. Enter the screening results in Infinite Campus and document management of the students' screening and referral process in the "School Nurse Documentation" panel" in Infinite Campus.
 3. Enter Individual Healthcare Plans (IHP) in Infinite Campus, where applicable.
 4. Completion of appropriate referral forms for students who fail any screenings.
- c) Communication with principal, special education case manager(s), and other relevant school staff regarding student health concerns, where appropriate.
- d) Attend and review Individualized Education Plan (IEP) meetings, Section 504 meetings, and/or other student meetings where healthcare during school hours is required by a health care provider.
- e) Coordinate and develop all needed Individual Healthcare Plans (IHP) for students and supervise coordination of medication and/or appropriate services to be administered by appropriate school staff.
- f) Assist with and provide recommendations regarding health-related policies.
- g) Gather health information from private health care providers on special education students who have been identified by school/district staff as having unmet health needs; assist special education staff in developing appropriate individualized health plans (IHPs) for these students.
- h) Provide regular consultation and review of health procedures provided to special education students and/or students on a 504 plan by school staff.
- i) Attend Individualized Education Plan (IEP) and Section 504 plan meetings for students when either a nurse is a required member of the team (i.e. NAC 388, IDEA, etc.), and/or when requested to attend a meeting to determine eligibility or review an Individualized Health Plan IHP.
- j) Coordinate in-service and/or provide training for staff when health care procedures for special education students students on a 504 plan, or for students requiring medical treatment (i.e. Epi Pen administration, etc.), as ordered by a health care provider or requested by a parent or guardian.

Guidelines for Provision of the Services: The Services shall be performed by Contractor in accordance with the following guidelines:

- a) Act consistently in accordance with the stated philosophy and objectives and abide by the established rules, regulations, policies and procedures of the School;
- b) Adhere to Nevada Charter School Law, State Board of Education rules and regulations, school regulations and procedures, and contractual obligations.
- c) Display the highest ethical and professional behavior and standards when working with students, parents, school personnel, and agencies associated with the school.
- d) Provide information to staff, as required for performance of staff duties; notify the Principal immediately of any unusual circumstances.
- e) Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within legal confines
- f) Understands that unless terminated earlier in accordance with this Agreement, Contractor is obligated to perform Services during the entire period of the Agreement, as above indicated, in accordance with and during the established days of the school calendar and schedule (Exhibit B).

Commented [AW1]: This is Kelly Wales: requested by parent or guardian ?? This comment concerns me. It seems as though it may be left off. If a parent has a physician's order to indicate that a student requires health services at school, then we would implement the service. I feel less comfortable indicating or as requested by the parent/guardian.

We need a parent's permission as per the IHP, wouldn't that satisfy parent permission?

Commented ["2R1]: Good point and I agree- should we end at provider?

Commented [KZ3R1]: Do you usually require a prescription for anything that this person would administer? If so, you could remove the parent or guardian, although they are the ones coordinating getting you the prescription and filling out the paperwork.

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Compensation Payable by Client to Contractor

Contractor shall be paid a base rate of \$50.00 per hour, per fiscal year for the year ending June 30, 2023.

Terms of Payment

Amounts payable under this Agreement shall be due and payable within ten (10) business days following the billing by Contractor during the continuance hereof. Contractor shall submit monthly. Any amount not paid within ten (10) business days shall be charged interest on the unpaid balance at a rate of 1.5% per month, or 18% per annum.

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EXHIBIT A

**Scope of Services; Guidelines; Compensation
School Psychologist**

Scope and Services:

- a) Assessment and consultation services to facilitate processes for students with, or suspected to have disabilities, as mandated under NAC 388, Individual's with Disabilities Education Act (IDEA) Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act.
- b) Consultation with parents/guardians and staff regarding students with behavioral, social-emotional, academic, and/or related service concerns.
- c) Review of student academic records, student assessment, student assessment scoring, behavioral consultation; student observation; report writing, interviewing; parent/guardian, teacher, and or/service provider consultation; attendance at manifestation determination review meetings, initial eligibility team decision meetings, three (3) year evaluation eligibility team decision meetings, consideration and change of student's eligibility category, and other meetings where appropriate, as requested. Attendance at meetings may be in person or completed virtually.

Guidelines for Provision of the Services: The Services shall be performed by Contractor in accordance with the following guidelines:

- a) Act consistently in accordance with the stated philosophy and objectives and abide by the established rules, regulations, policies and procedures of the School;
- b) Adhere to Nevada Charter School Law, State Board of Education rules and regulations, school regulations and procedures, and contractual obligations.
- c) Display the highest ethical and professional behavior and standards when working with students, parents, school personnel, and agencies associated with the school.
- d) Provide information to staff, as required for performance of staff duties; notify the Principal immediately of any unusual circumstances.
- e) Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within legal confines
- f) Understand that unless terminated earlier in accordance with this Agreement, Contractor is obligated to perform Services during the entire period of the Agreement, as above indicated, in accordance with and during the established days of the school calendar and schedule (Exhibit B).

Compensation Payable by Client to Contractor

Contractor shall be paid a base rate of \$65.00 per hour for three year evaluations and consultative services, and \$450.00 for an Initial Evaluation including the assessments and psychological report per fiscal year for the year ending June 30, 2023.

Terms of Payment

Amounts payable under this Agreement shall be due and payable within ten (10) business days following the billing by Contractor during the continuance hereof. Contractor shall submit monthly. Any amount not paid within ten (10) business days shall be charged interest on the unpaid balance at a rate of 1.5% per month, or 18% per annum