

INDEPENDENT CONTRACTOR AGREEMENT

**Katherine Provel
9 Delmar Terrace
Long Valley, NJ 07853-3105**

High Bridge School District SY 2022-2023 (Speech Therapist)

THIS INDEPENDENT Speech Therapist CONTRACTOR AGREEMENT dated September 19, 2022, is made between High Bridge School District, 40 Fairview Avenue, High Bridge NJ 08829 hereinafter referred to as "School District" and Katie Provel, with an office at 9 Delmar Terrace, Long Valley, NJ 07853, hereinafter referred to as "Contractor" for the purpose of setting forth the exclusive terms and conditions. The High Bridge School District desires to acquire Katie Provel's Speech/Language services.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following: see Exhibit A attached.

1. Services. High Bridge retains Katie Provel, and Katie Provel agrees to perform for High Bridge, Speech/Language/Evaluation services set forth in this agreement:

2. Confidentiality: Both Parties agree to hold such information in strict confidence and not disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of School District's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

3. Indemnification and Limitation of Liability

Contractor will defend, indemnify, and hold School District and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from School District's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

4. Jurisdiction: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State New Jersey. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in New Jersey. Both parties hereby consent to the jurisdiction and venue of such courts.

5. Termination: This agreement will end on 06/30/2023 and may continue beyond this period by mutual consent. School District agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to School District as a whole is deficient in its performance of services hereunder or (b) any member of Contractor's employee assigned to School District commits an act of professional or ethical misconduct. School District agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within (10) days of such notice in lieu of termination of this Agreement. Contractor may terminate this agreement (i) if the School District discontinues its operations or (ii) if the School District fails to make payments as required by this agreement.

6. Cooperation: School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions or proceedings that may be brought by or that may involve any employees of Contractor.

7. Employee Benefits and Insurance: Contractor will be responsible for providing all employee benefits and insurance including Workers' Compensation coverage.

8. Payment Terms: School District will be billed 15th and 30th each month via email and agree to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor's employee, based on total hours listed on a biweekly timesheet.

9. General:

(a) This Agreement does not create an obligation on High Bridge School District to continue to retain Katie Provel beyond this Agreement's termination. This Agreement may not be changed unless mutually agreed upon in writing by both parties.

(b) Katie Provel hereby agrees that any breach of Confidentiality by Katie Provel will cause irreparable harm to High Bridge School District and that in the event of such breach or threatened breach, HighBridge shall have, in addition to any and all remedies of law in this Agreement, the right to an injunction, specific performance or other equitable relief to prevent the violation of Katie Provel's obligation hereunder.

(c) Katie Provel hereby agrees that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.

(d) This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein. The language of all parts of this Agreement will in all cases be construed as a whole in accordance with its fair meaning and not for or against either party.

(e) All notices provided for in this Agreement shall be given in writing via email.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement.

Katie Provel:

Signature

High Bridge School District:

By: _____

Name: _____

Title: _____

EXHIBIT A

INDEPENDENT Contractor AGREEMENT Scope of Services

High Bridge School District hereby retains Katie Provel, and hereby Katie Provel agrees to perform for High Bridge School District, certain services, including, but not limited to the following:

Katie Provel will be available to the High Bridge School District during the duration of the school year as agreed.

Dates: September 23, 2022 - June 30, 2023

Time: Monday and Friday, 8:30 am - 3:30 pm

- Katie Provel will deliver speech/language services on a scheduled basis and confirmed by Teachers and Parents, as appropriate.
- Attendance, Case Notes, and Progress Marks (report) submitted to the Special Education Supervisor.
- Katie Provel may use High Bridge School District instructional materials, supplies, assessment kits/protocols. assessments/protocols, as necessary.

Pay Rates: \$82.00.00/hour for Speech/Therapy Services