



## Independent Contractor Agreement/Service Agreement

This Agreement (“Agreement”) is entered into as of the 24th of February, 2026 by and **SHARE Speech and Language Co., Inc.**, hereinafter referred to as “the VENDOR” and **California Online Public Schools** hereinafter referred to as “the BOARD”.

The Board and the Vendor agree to the terms and conditions set forth below and in accompanying Exhibits, attached incorporated herein.

The Vendor and the Board Agree:

1. Scope of Services:

**Speech and  
Language**

- a. The Vendor will provide the Board with IEE services rendered by qualified, SLP.
- b. The Vendor will provide services as described as direct or indirect therapy services as indicated on each student’s Individual Education Program (IEP) that shall include, but is not limited to: planning, therapy, assessments, report and IEP writing, participation in IEP reviews and parent conferences, related travel, consultations with classroom teachers and other staff members, management of required documentation and attendance.

2. Term and Termination:

- a. The term of this Agreement shall commence on 2/24/26, unless terminated earlier in accordance with the terms and conditions set-forth.
- b. Termination without Cause: Either party has the right to terminate the Agreement without cause by giving 30 days written notice.
- c. Termination with Cause: Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for 15 days following receipt of written notice.

3. Compensation:

**Speech and  
Language**

- a. To provide IEE services to Board until 16th day of June, 2026 excluding those days as determined by the district as holidays or closings.
- b. The rate established by mutual agreement, shall be per fully qualified, and Certified SLP at a rate of \$3,000.00/flat rate.
- c. The Board will provide payment to the Vendor within 30 business days of receipt of a submitted invoice. The invoice will contain description, location, time and date of services.
- d. The 30-to-45-day period refers to business days, not calendar days. Please account for all holidays and breaks during fall, winter, spring, and summer, as these may extend the review time for invoices scheduled within the 30-to-45-day window. Any invoices submitted after work hours or during holidays and breaks will be considered received on the next business day.




- f. To avoid delays, invoices should be submitted within 30 days following the end of the previous attendance month. If there are any errors, the review process will be paused until a corrected invoice is received, and processing will be based on the date of the revised submission. Late submissions or invoice errors will result in a longer payment timeline.
- g. If students in the Vendor's caseload are approved to receive Extended School Year (ESY) services based on their IEPs, the current school year rates will apply. The Board will not pay for non-ESY services and services that fall outside of the contracted school year (i.e. after June 30th and before the 1st day of school of the following school year), unless it has been pre-approved by the Board's Director of Student Services.
- h. VENDOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. Progress Reports are to be completed in special education data system twice annually near the end of each semester by the due dates determined and communicated by LEA. It is understood that planning and preparation for an IEP meeting is not considered a billable, "Progress Report". Preparation for an IEP meeting is part of VENDOR's professional responsibility and is not a billable service under this agreement. Planning and preparation for IEP meetings should be done upon request and/or pursuant to LEA policy and procedures. Preparation for IEP meetings should, at a minimum, include updating IEP goals and students' present levels of performance, and reviewing current services to ensure appropriateness.
- i. VENDOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that the The LEA or SELPA may provide training for any VENDOR to ensure access to the approved system. The VENDOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system.




# California Online Public Schools

## 4. Independent Contractor:

- a. Both parties agree that the terms of the Agreement do not constitute a formation of a partnership, joint venture, employer-employee, or other relationship and no form of agency exists between the parties.
- b. Board agrees to submit W-9 form with Vendor submitting a completed W-9 form and Request for Taxpayer Identification Number and Certification with social security number/ federal identification number.
- c. The Vendor shall provide California Online Public Schools with a copy of the provider's license/credential, as applicable, along with the verified dates of California DOJ and FBI background checks, fingerprint clearance, and Tuberculosis Test clearance for all employees, approved subcontractors, and/or volunteers prior to such individuals starting to work with any student.
- d. The Vendor is responsible for monitoring and ensuring the continued validity of all submitted documents. Renewed or updated documentation should be submitted promptly, either before or at the time of expiration.

Initial 

Initial 

## 5. Insurance/License:

- a. The Vendor agrees to maintain professional liability and malpractice insurance with the following minimum limits of liability: \$1,000,000. Per occurrence and \$5,000,000 in the aggregate and provide the Board with proof of insurance upon request.
- b. The Vendor is certified by the State of California in the performances of the Services provided herein and agrees to provide proof upon request.

## 6. Direct Hire-Non-Solicitation:

- a. Board agrees to notify Vendor in writing of its intent to hire, enter into an arrangement to hire, or contract for services with any personnel who worked for Vendor in scheduled assignment in a facility during the preceding six (6) month period. In the event the Board does hire such personnel, the Board agrees to pay Vendor a one time hire "Fee" of \$2,000.

## 7. General:

- a. This agreement shall be governed by the State of California, and governing regulatory rules, all which are incorporated herein.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed, and do each represent that their respective signatory, whose signature appears below, is fully authorized to execute this Agreement.

By: California Online Public Schools  
 Name: Mackenzie Duran  
 Title: Director of Student Services  
 Date: 02/26/2026

Signed by:  
 Signature   
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**VENDOR**  
 By: SHARE Speech & Language Co., Inc.  
 Name: Sharon Oh  
 Title: CEO  
 Date: 03/03/2026

Signed by:  
 Signature   
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**2026 IEE Rate Sheet**

<b>Service</b>	<b>Cost</b>
Full Evaluation (Speech/Language) including school observation, formal report, attendance at one IEP meeting	\$3000
Additional IEP meeting attendance	\$300/per meeting