

This agreement is made between:

Cara Feeny, M.A., N.C.S.P, LLC  
233 Casper Way  
Middletown, DE 19709

AND

MOT Charter School  
1156 Levels Road  
Middletown, DE 19709

**SERVICES:** Cara Feeny agrees to provide psychological services (Services), including evaluation, report and interpretation of results at IEP meeting, and behavioral consultation, to students of MOT Charter School, as assigned, during the school year 2012-2013. In addition, she will provide Counseling Services, including individual and group counseling as requested by the School (hereinafter "Services"). All paperwork is to be completed in a timely manner as dictated by the school's policies and procedures.

**PAYMENT:** Cara Feeny will complete daily time sheets for record of attendance and length of day, including detail regarding the clients served. Rate of reimbursement will be **\$60.00 per hour** for Services. It is expected that Cara Feeny will average approximately 30-35 hours each week that students are in session. Cara Feeny will submit weekly invoices in person. The School will pay invoices within 30 business days. Cara Feeny will not be paid for services not rendered due to school closings, holidays, or absences due to personal reasons (e.g. illness, personal day).

**REPRESENTATION:** Cara Feeny

- Holds a current Delaware Business License (EIN 27-0099415)
- Holds Delaware State Certification for the practice of School Psychology
- Holds current National Certification of School Psychology through NASP
- Has current liability insurance and agrees to notify MOT Charter School of any changes in this policy as they occur.

**INDEMNIFICATION:** Both parties shall indemnify and hold harmless each party from and against any and all claims, demands, liabilities, causes of action, judgments, costs and expenses, including attorney's fees arising from or in connection with the rendering of services of the performance of the terms of the Agreement.


**INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties acknowledge and agree that Cara Feeny has entered into and is acting under this agreement as an independent contractor and not as an employee of MOT Charter School. The manner, means, and methods for the performance of services to be provided are to be consistent with the nature of services to be rendered with reasonable requirements of MOT Charter School.

**TERM:** This Agreement shall be effective August 1, 2012 and continue in full force until June 31, 2013, at which time it will be revisited in consideration of renewal.

TERMINATION: This Agreement may be terminated by either party with 4 weeks written notice of termination.

APPLICABLE LAW: This agreement is made in and shall be governed by the laws of the State of Delaware.

EXECUTED THIS 11<sup>th</sup> DAY OF July, 2012.

  
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Cara J. Feeny  
School Psychologist

  
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Linda J. Jennings  
Head of School

cc: Cara J. Feeny  
MOT Charter School

Enc: Proof of Liability Insurance Copy  
Business License with EIN/Tax ID Number