AGREEMENT FOR SCHOOL PSYCHOLOGY CONSULTATION SERVICES

This Agreement for SCHOOL PSYCHOLOGIST CONSULTATION Services (“Agreement”) is entered into this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 2023 by and between Dawson Springs Independent School District (the District) and Kelli Bradbury, School Psychologist (Contractor).

WHEREAS, the District is in need of a qualified professional to provide School Psychology Consultation services;

WHEREAS, the Contractor has the necessary qualifications, experience, and abilities to provide the needed consultation services,

In consideration of the foregoing, and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree:

1. Services to be Provided. During the term of this Agreement, the Contractor shall provide the following consultation services to the District: School Psychologist. The contractor shall faithfully perform the usual and customary duties of a school psychologist. The District will provide a job description which will be attached to this agreement.
2. The District Obligations. The District shall identify for the Contractor those individuals in need of such services. The District will provide the Contractor with appropriate assessment instruments, protocols and report writing software.
3. Contractor Obligations. The Contractor agrees that services will be performed in accordance with applicable federal and state law. Contractor warrants that he possess the appropriate license issued by the Kentucky Department of Education.
   1. The Contractor agrees that it will not disclose, divulge, reveal, report, or use, for any purpose, any confidential information with respect to the business of the District, which the Contractor has obtained, except as may be necessary or desirable to further the business interests of the District. This obligation will survive indefinitely upon termination of this Agreement.
   2. The Contractor shall provide the District with a copy of a report of a criminal background check performed in accordance with Kentucky Statues. The Contractor agrees that she has not been convicted of or pled guilty to any offense listed or described in Kentucky Revised Code. If the Contractor, is convicted of or pleads guilty to any offense listed or described in Kentucky Revised Code Section, the Contractor shall notify the District within ten (10) calendar days of such conviction or guilty plea. Upon request of the Contractor, the District can assist the Contractor in obtaining the criminal background check required by this paragraph. The Contractor shall be responsible for any fees associated with the criminal background check.
   3. The Contractor shall have and maintain insurance adequate to cover any injury to individuals served, its employees, and property. Upon request, the Contractor shall provide to the District a copy of the declarations page from such insurance policy. The Contractor shall indemnify, defend and hold the District, its board members, employees, and volunteers, harmless from any injury to person or property proximately caused by persons or equipment furnished by the Contractor.
4. Compensation; Reimbursement. (a) The District agrees to pay the Contractor an hourly rate of $50 an hours. The District and the Contractor will create a work calendar approved by both parties. The Contractor will be responsible for any and all expenses as necessitated by law. This rate shall encompass all of the Contractor's costs and expenses associated with performing the work, including transportation, and other charges reasonably incurred in providing the requested services, and no other reimbursement will be made to the Contractor for such expenses. The District will issue a Form 1099 to the Contractor as required by law for the payments made under this Agreement.
   1. The Contractor shall invoice the District each month for all services rendered that month to the District. Such invoice shall be submitted no later than the 15th day of the following month. Subject to the normal operating procedures of the Dawson Springs Board of Education, the District shall pay the invoice sent to it by the Contractor within thirty (30) days of receipt of such invoice unless special arrangements otherwise are approved by the Contractor.
5. Term; Termination. This is a limited contract of up to 110 days. It is limited and renewable through the District. The term of this contract will be August 15, 2023 to June 1, 2024. Either party can terminate this agreement at any time with a written thirty (30) day notice.
6. Relationship of the parties. The Contractor enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. The Contractor agrees that he is not and will not become an employee, partner, agent, or principal of the District while this Agreement is in effect. Nothing in this Agreement shall be construed to make the Contractor, or its employees, if any, an employee, agent or servant of the District. The Contractor shall comply with all Workers' Compensation laws of the State of Kentucky. The Consultant, at its own expense, shall be solely responsible for Workers' Compensation premiums, unemployment insurance payments, federal withholding, Social Security, medical insurance, other insurance, training, certification and licenses, or other benefits of employment for its members, officers, agents and employees. The Contractor shall have the right to control the method and manner in which it provides services to the District. The Contractor is not entitled to the rights or benefits afforded to the Board's employees, including unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Since the Contractor is not a public employee, no contributions will be made to the State Teacher's Retirement System in connection with the payments made to the Contractor. The Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the District to Contractor for services under this Agreement. The Contractor agrees to indemnify the District for any claims, costs, losses, fees, penalties, interest, or damages suffered by the District resulting from Contractor's failure to comply with this provision.
7. Non-Discrimination. The Contractor hereby agrees that it shall not discriminate against any citizen of the state, by reason of race, creed, sex, disability or military status or color in the employment of a person who is qualified and available to perform the work to which the employment relates and that the Consultant shall not discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, disability or military status.
8. Notice. Whenever written notice is provided or required to be given under this Agreement, it shall be sent to the parties as follows:

TO: Kristin Merrill, Director of District-wide Programs

317 Eli Street

Dawson Springs, Kentucky 42408

1. Modification. This Agreement may be modified from time to time by mutual written agreement of the parties.
2. Assignment. This Agreement shall be binding upon and inure to the benefit of nor any rights hereunder shall be assignable by the other party without the written consent of the non-assigning party, and any such purported assignment without written consent shall be void and of no force or effect.
3. Authorization. Each of the individuals signing below covenants that he/she has authority to sign on behalf of his/her respective party and thereby contractually bind the particular party under this Agreement.
4. Headings. The headings of the various sections of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of the sections of this Agreement.
5. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be declared invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky.
7. Jurisdiction/Venue. The parties expressly agree that the Common Pleas Court for Hopkins County, Kentucky shall have exclusive jurisdiction over all matters relating to this Agreement and that any action to interpret or enforce any provision of this Agreement shall be brought and maintained in that Court.
8. Entire Agreement; Amendment. The parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms, and the person signing on behalf of each has been authorized to do so. The parties further agree that this Agreement is the complete and exclusive statement of the agreement between the parties. This Agreement may not be amended or modified except in writing, executed by each of the parties hereto. Any and all agreements, contracts, or understandings, whether prior or contemporaneous, written or oral, are superseded by this Agreement. This Agreement constitutes the entire agreement between the parties.

In witness whereof, the parties have executed multiple counterparts of this Agreement, each of which is deemed to be an original, consisting of four (4) pages total.

Kristin Merrill, Director of District-wide Programs

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Kelli Bradbury, School Psychologist

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Job Description:

Professional Development Training Services for all administration and certified staff on guidance for referrals, evaluations, documentation (interventions), and eligibility.  This consultant will also provide training for special education staff and administrators in completing referrals, Due Process/Conference Summary information, as well as information that supports specially designed instruction for a student with a disability.

This consultation position will also provide ARC Chairpersons, general education and special education teachers direct support and guidance throughout the school year by working with general education teachers with needed intervention data for specific suspected disabilities, compliant referral data to support or not support the need for evaluations as well as guidance completing the due process documents for the eligibility meeting.