

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** March 22, 2024

TOPIC/TITLE: Extension on Contract

PRESENTER: Tracey Francis

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ACTION REQUESTED AT FUTURE MEETING: (DATE)
- BOARD REVIEW REQUIRED BY

- STATE OR FEDERAL LAW OR REGULATION
- BOARD OF EDUCATION POLICY
- OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- PREVIOUS REVIEW OR ACTION

- DATE:
- ACTION:

BACKGROUND INFORMATION:

Extension of Speech and Language Pathologist contract.


SUMMARY OF MAJOR ELEMENTS:

Attached Consultant Services Agreement for an extension on Rhiannon Owens' contract from January 1, 2024 through May 23, 2024; Speech and Language Pathologist - services per IEPs under IDEA.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended



CONSULTANT SERVICES AGREEMENT

This Independent-Contractor Consulting Agreement ("Agreement") is made effective from the January 1, 2024 and May 23, 2024, by and between **Woodford County Board of Education** ("District") and **Rhiannon Owens** ("Consultant")

RECITALS

WHEREAS, Consultant is qualified to provide consulting services to the District in connection with the District's Special Education Department;

WHEREAS, District desires to retain the consulting services of Consultant in connection with the District's Special Education Department;

WHEREAS, Consultant desires to provide consulting services to District in connection with the District's Special Education Department;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants hereinafter set forth and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION I: Duties and Responsibilities; Confidentiality

Subject to the terms and conditions of this Agreement, the District hereby retains Consultant to perform the consulting services related to the Special Education Department, including, but not limited to, standardized assessment for speech and evaluations with written report (hereafter referred to as the "Services"), and may be amended in writing from time to time, and Consultant agrees, subject to the terms and conditions of this Agreement, to render such Services during the term of this Agreement. Such services shall be limited to the area of expertise described as Services, as amended in writing when necessary.

Consultant shall report directly to _____.

Consultant shall have no right or authority, either express or implied, to assume or create, on behalf of District, any obligation or responsibility of any kind or nature.

SECTION II: Compensation & Reimbursements

As yearly compensation for consulting services performed under this Agreement, District shall pay Consultant \$_____.

SECTION III: Term and Termination

This Agreement shall be effective as of January 1, 2024 and shall remain in effect until May 23, 2024 for Services, unless terminated sooner as provided herein.

This Agreement may be terminated without cause by either party upon ten (10) days prior written notice to the other party, and such termination shall relieve the parties from any further obligations hereunder effective as of the termination date.

It is understood and agreed that District is not employing Consultant. Consultant shall not be considered at any time to be an employee of District. Consultant shall be an independent contractor in all respects and Consultant shall not have any claim for health/life insurance, vacation, sick leave, retirement, social security, worker's compensation, disability or unemployment benefits or other employee-type benefits of any kind.

Consultant shall report her earnings hereunder for all federal, state and local tax purposes, as received in her capacity as an independent contractor. District will also file and issue Forms 1099 to Consultant for all compensation paid to Consultant pursuant to this Agreement. Because Consultant is an independent contractor, neither federal, state or local income tax nor any other type of payroll deduction, including but not limited to workers compensation and unemployment tax, shall be withheld or paid by Consultant's behalf.

SECTION IV: Insurance and Indemnity

Consultant shall provide her own professional, general liability, and workers' compensation insurance. Consultant agrees to fully indemnify, defend and hold the District harmless from and against any and all costs, charges and expenses whatsoever incurred or sustained by the Consultant in connection with any claim, action, suit or proceeding to which she may be made a party or have asserted against her by reason of her being or having been a consultant for the District or having acted or being claimed to have acted on behalf of the District in such capacity, to the fullest extent permitted by the laws of the Commonwealth of Kentucky. The District agrees to indemnify and hold Consultant harmless, provided and to the extent that Consultant acted in good faith, in a manner Consultant reasonably believed to be in the best interests of the District and Consultant had reasonable cause to believe such conduct was lawful or no reasonable cause to believe such conduct was unlawful and not violate of third person or entity rights. The Consultant shall be obligated to notify the District as soon as the Consultant receives any notice of claims to which this indemnification applies and to cooperate fully with District in response to and defense of the same. Any insurance provided by Consultant shall apply on a primary basis and shall not require contribution from any insurance maintained by the District. Any insurance or self-insurance maintained by the District shall be in excess of, and shall not contribute with the insurance provided by Consultant.

The District shall not be liable for damage to Consultant's vehicle using parking facilities associated with the District, including theft, collision, fire, or any other damage to such vehicle and the District shall not be responsible for items left in such vehicle. Consultant acknowledges that providing the Services involves travel to schools within the District and shall indemnify the District and hold harmless from all loss, damage, liability, cost or expense incurred, suffered, or claimed by any person or entity by reason of Consultant or in connection with the travel needed to provide the Services. The District requires Consultant to maintain adequate insurance during the Term, including for any loss or damaged incurred by Consultant arising from illness or injury suffered in the course of the travel specified in this Agreement.

SECTION V: Miscellaneous

No failure by either party to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, term and condition of this Agreement shall continue in full force and effect.

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by both of the parties hereto.

This Agreement may not be assigned by Consultant without the written consent of the District.

This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Kentucky.

If, for any reason, any clause or provision of this Agreement, or the application of any clause to a particular context or to a particular situation, circumstance or person, should be held unenforceable, invalid or in violation of law by any court or other tribunal, the application of such clause or provision in other contexts or to other situations, circumstances or persons shall not be affected thereby, and the remaining clauses and provisions hereof shall remain in full force and effect.

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and any and all prior correspondence, conversations or memoranda are merged herein.

IN WITNESS WHEREOF, District and Consultant have caused this Agreement to be executed as of the date first written.

Woodford County Board of Education

By: _____

Name: _____

Title: _____


Rhiannon Owens