

INDEPENDENT CONTRACTOR FOR SUMMER SCHOOL LEARNING HUB

This **INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter referred to as the "Contract") is made this day of April 2025, by and between the **RUSSELLVILLE INDEPENDENT SCHOOL DISTRICT**, 355 S. Summer Street, Russellville, Kentucky 42276 (hereinafter referred to as the "District"), and **Learning Services, LLC** owned by **KATHRYN KISSELBAUGH**, 830 Nashville Street, Russellville, Kentucky 42276 (hereinafter referred to as "Service Provider").

WHEREAS, the District desires to retain the services of the Service Provider to provide after school tutoring for certain students attending the District; and

WHEREAS, the Service Provider desires to provide her services to the District as an independent contractor upon the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Service Provider hereby covenant and agree as follows:

1. **SERVICES.** The Service Provider agrees to provide after-school tutoring for certain students attending the District:
 - a. The Service Provider will communicate recommendations for services to District personnel and parents;
 - b. The Service Provider will be tutoring up to twenty students from grades 4 and 5 every Monday, Tuesday, Wednesday, Thursday, and Friday from 8:00 am - 12:00 pm.
 - c. The Service Provider will consult with administrative and/or professional staff concerning program planning;

- d. The Service Provider will provide all equipment, supplies, and adequate tutoring space; and
- e. The Service Provider will meet all licensure and qualification requirements to provide services pursuant to this Contract.

The District will identify students who receive services under this Contract and prioritize the requested services. The Service Provider shall report to and be administratively monitored by the District's **Learning Hub Coordinator** and will comply with all applicable District policies and federal and state laws and regulations for the services provided under this Contract.

2. **COMPENSATION.** In exchange for the services rendered to the District, the Service Provider shall be paid \$1,345.28 per day (14 days summer of 2025), which includes planning time, materials, and operating costs (e.g., insurance, utilities) and salary for employees, which will equal \$18,8333.92 for 14 days June 2, 2025, through June 20, 2025. (Exclude June 19 for Juneteenth Holiday)

3. The Service Provider will tutor up to 20 students for four hours per day for five days per week. The Service Provider will invoice the District by June 25, 2025, including the dates of services, names of students, and the length of time per student, and the District will pay approved invoices within 30 days of receipt. The District is not responsible for payment of the Service Provider's out-of-pocket expenses incurred in performing this Contract unless pre-approved in writing by the District.

4. **TERM OF CONTRACT.** The effective commencement date of this Contract shall be June 2, 2025. The term of this Contract shall continue through June 19, 2025; however, either party may terminate this Contract, with or without cause, by giving 10 days written notice to the other party. Upon termination, all monies due to the Service Provider shall be paid in full.

5. **CONFIDENTIALITY.** If during the course of this Contract, the District discloses to

the Service Provider any data protected by the Family Educational Rights and Privacy Act of 1974 (“FERPA”), as amended (20 U.S.C. § 1232g, *et seq.*), and its regulations, or data protected by the Richard B. Russell National School Lunch Act (“NSLA”) (42 U.S.C. § 1751 *et seq.*), and the Child Nutrition Act of 1966 (“CNA”) (42 U.S.C. § 1771 *et seq.*), the Service Provider agrees that she is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The Service Provider hereby agrees to report to the District, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data or data that has been inappropriately shared.

The Service Provider agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The Service Provider understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. § 3571) or imprisonment for not more than five years (under 18 U.S.C. § 3559), or both.

The Service Provider understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced-price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

5. **INDEPENDENT CONTRACTOR.** In all matters relating to this Contract, the Service Provider shall be acting as an independent contractor. The Service Provider is not an employee of the District under the meaning or application of any federal or state unemployment insurance compensation law, workers' compensation law, or other similar state or federal statute. The Service Provider shall assume all liabilities or obligations imposed by any one or more of such laws with respect to maintaining her status as an independent contractor. The Service Provider shall not have any authority to assume or create any obligation, expressed or implied, on behalf of the District, and the Service Provider shall have no authority to represent herself as an agent, employee or in any other capacity of the District.

6. **THE SERVICE PROVIDER'S OTHER CONTRACTS.** The Service Provider's services are not to be construed by this Contract as being exclusively committed to the District. The Service Provider shall be free, in her discretion, to provide the same to any other person, or firm, provided always that the Service Provider must ensure that the services required by the District as provided herein shall at all times be performed in full. The Service Provider hereby warrants that there is no conflict of interest in the Service Provider's full-time or other employment, if any, or other contracts, if any, with activities to be performed hereunder, and the

Service Provider shall advise the District if a conflict of interest arises in the future.

7. **PROFESSIONAL LIABILITY INSURANCE.** The Service Provider shall maintain professional liability insurance in the minimum sum of \$1,000,000 covering the services that are rendered to the District under this Contract and provide the District with written evidence of such insurance. The District will maintain liability insurance coverage for the District.

8. **BACKGROUND CHECKS.** Pursuant to KRS 160.380, the Service Provider shall submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter from the Cabinet for Health and Family Services stating that she has no findings of substantiated child abuse or neglect found through a background check of child abuse records maintained by the Cabinet for Health and Family Services. The Service Provider shall provide the District with copies of the required background checks.

9. **INDEMNIFICATION.** The Service Provider agrees to indemnify and hold the District and its employees and agents harmless from claims, demands, losses, liabilities, judgments, costs and expenses, including reasonable attorney's fees, arising out of, related to or in connection with her obligations under this Contract. However, the Service Provider will not provide indemnity against claims, liability, loss, or expense when shown by the final judgment of a court of competent jurisdiction to have been caused by the willful or sole negligence or sole misconduct of the District.

10. **TAXES.** The Service Provider represents and warrants to the District that no taxes should be withheld from and paid to any taxing authority from the fees to be paid by the District under this Contract. The Service Provider agrees to indemnify and hold harmless the District against and with respect to any and all claims, interest, penalties, damages, losses, liabilities, and

taxes resulting from a breach of this representation and warranty.

11. **ASSIGNMENT.** This Contract is for the personal services of the Service Provider and shall not be transferred or assigned by the Service Provider without prior written consent of the District.

12. GENERAL PROVISIONS.

A. This Contract constitutes the entire agreement with respect to the subject matter herein set forth between the parties.

B. This Contract and the language contained herein have been arrived at by the mutual negotiation of the parties; accordingly, no provision shall be construed against one party or in favor of another party merely by reason of draftsmanship.

C. All headings of this Contract have been inserted for convenience only, are not to be considered part of such, and shall in no way affect the interpretation of any of the provisions of such.

D. This Contract may not be amended or modified except by an instrument in writing signed by the parties hereto.

E. No waiver of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or waiver with respect to any subsequent breach or default unless expressly so stated in writing.

F. The parties hereto shall sign such further and other assurances and perform such further and other acts and things which may be necessary or desirable in order to give full force and effect to the Contract herein.

G. Any controversy or claim arising out of or relating to this Contract shall be governed

by the laws of the Commonwealth of Kentucky. Any litigation under this Contract, if commenced by either party, shall be brought in Warren County, Commonwealth of Kentucky.

H. If, for any reason, any provision of this Contract is held invalid, such invalidity shall not affect any other provision of this Contract not held invalid, and each such other provision shall, to the full extent consistent with law, continue in full force and effect. If any provision of this Contract shall be invalid in part, such invalidity shall, in no way, affect the rest of such provision not held invalid, and the rest of such provision, together with all other provisions of this Contract, shall, to the extent consistent with law, continue in full force and effect.

..
DATE KATHRYN KISSELBAUGH

RUSSELLVILLE INDEPENDENT SCHOOL
DISTRICT

..
DATE Kyle Estes, Superintendent