

Mackay School District #182 Contracted Services Agreement

THIS AGREEMENT dated the 19th day of August, 2020 between the Mackay

School District and Lucy Gamett includes the following mutually

agreeable terms between the parties:

1. DESCRIPTION OF SERVICES: Lucy Gamett will provide speech language services for the Mackay School District. This will include evaluations for the purpose of special education, eligibility report writing, and other related services as requested by the district.
2. LOCATION OF SERVICES: Mackay School District and CONTRACTOR'S home (report writing/consulting services as necessary).
3. TERM: The term of this Agreement shall begin on August 19, 2020 and shall terminate on May 31, 2021. However, the Superintendent of Schools may terminate this Agreement with or without cause after providing written notice to the CONTRACTOR of the intended termination at least thirty (30) calendar days prior to the date of the intended termination. The CONTRACTOR shall notify the BOARD, in writing, at least sixty (60) calendar days prior to voluntarily severing or terminating this Agreement. In the event the Superintendent terminates the services of the CONTRACTOR for convenience, CONTRACTOR'S recovery against the BOARD shall be limited to that portion of the compensation earned through the date of termination and the CONTRACTOR shall not be entitled to any other or further recovery against the BOARD, including but not limited to, damages or any anticipated profit on portions of the work not performed.
4. DUTIES: The CONTRACTOR shall report to and coordinate activities with an administrator designated by the Superintendent of Schools. The administrator assigned to act in all matters pertaining to this agreement and to authorize services, accept and approve all reports, drafts, products or invoices is Susan Buescher, Superintendent and Special Education Director.
5. COMPENSATION & PAYMENT: Based on the completion of services described above, the CONTRACTOR shall receive compensation at a rate of \$60 per hour up to a maximum of \$ _____ for the term of this agreement as compensation for all work and services performed and authorized by the ADMINISTRATOR. Any and all expenses, such as travel related to employment and necessary equipment are considered to be covered by the rate unless agreed upon in advance. **An IRS W-9 form must be completed and attached to this agreement.** Payments to individuals must reflect a Social Security number. Payments to companies must reflect a taxpayer identification number. The CONTRACTOR shall be required to submit an invoice to the ADMINISTRATOR upon completion of services. Payment will be made within thirty days from receipt of an invoice and completion of services.

6. INDEPENDENT CONTRACTOR: It is agreed and understood that the CONTRACTOR is an independent contractor and that the BOARD shall exercise no supervisory authority or control over the CONTRACTOR or CONTRACTOR'S employees in the performance of this agreement. Neither the CONTRACTOR nor the CONTRACTOR'S employees shall be deemed to be agents or employees of the BOARD and any representation to the contrary by the CONTRACTOR or its employees shall constitute a violation of this agreement and shall be grounds for immediate termination.
7. INJURIES: The CONTRACTOR acknowledges the CONTRACTOR's responsibility to obtain appropriate insurance coverage for the benefit of the CONTRACTOR. The CONTRACTOR waives any rights for recovery from or for any injuries that may be sustained while performing services under this agreement.
8. ASSIGNMENT: The CONTRACTOR'S obligations under this agreement may not be assigned or transferred to any other person, firm or corporation without the prior written consent of the ADMINISTRATOR.
9. CONFIDENTIALITY OF STUDENT RECORDS: CONTRACTOR understands and agrees that it is subject to all federal and state laws and the School Board rules relating to the confidentiality of student information. CONTRACTOR further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. 99. CONTRACTOR shall regard all student information as confidential and will not disclose the student information to any third party.
10. IDAHO'S PUBLIC RECORDS LAWS: This contract shall be subject to Idaho's Public Records Laws. The CONTRACTOR understands the broad nature of these laws and agrees to comply with Idaho's public records and laws relating to records retention.
11. CHILD NEGLECT: The CONTRACTOR and its employees shall be subject to the requirements of Idaho Statutes that require the reporting of child abuse or child neglect to the State of Idaho Department of Health and Welfare.
12. BACKGROUND CHECK: Pursuant to Idaho Statutes and Mackay School District Policy, if services provided under this agreement require CONTRACTOR to be on a school campus while students are present, or if CONTRACTOR will have direct contact and access to students, the CONTRACTOR must submit to a background check prior to commencement of service. All background investigations shall be conducted through the State of Idaho Department of Education and all costs shall be charged to the CONTRACTOR unless otherwise authorized.

Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the Mackay School District may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

13. ENTIRE AGREEMENT: This agreement represents the entire agreement between the parties, may only be amended by a written agreement signed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this agreement.

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties do herein agree to the terms and conditions herein and attached hereto.

Mackay School District #182

Contractor:

_____ Signature	9/14/2020 Date	_____ Signature	9-9-20 Date
Susan Buescher, Superintendent Printed Name & Title	9/14/2020 Date	Lucy Gamett, SLP Printed Name & Title	9-9-20 Date

Signature

Date

Signature

Date

Printed Name & Title

Date

Printed Name & Title

Date