

SPECIAL EDUCATION PSYCHOLOGICAL SERVICES AGREEMENT

This Special Education Psychologist Services Agreement (“Agreement”) is entered into as of **January 21, 2026**, by and between **Lakeland Joint School District No. 272**, an Idaho public school district (“Lakeland”), and **Kellogg Joint School District No. 391**, an Idaho public school district (“Kellogg”). Lakeland and Kellogg may be referred to individually as a “Party” and collectively as the “Parties.”

1. **PURPOSE:** Kellogg desires to obtain special education psychologist services to meet its special education needs for the remainder of the 2025-2026 school year, and Lakeland agrees to provide such services through its psychological services team under the terms set forth in this Agreement.
2. **SCOPE OF SERVICE:** Lakeland shall provide special education psychologist services, which may include, but are not limited to, mentoring, reviewing evaluations, consultations, and other Idaho Special Education procedures (“Services”). Services shall be provided on an as-needed basis, for up to eight (8) hours per week, subject to staff availability and scheduling considerations.
3. **COMPENSATION:** Kellogg shall compensate Lakeland at a rate of Eighty-Five Dollars (\$85.00) per hour for Services actually performed. Lakeland shall invoice Kellogg monthly, and Kellogg shall remit payment within 30 days of receipt of each invoice.
4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The Parties agree that Lakeland is acting as an independent contractor with respect to the Services provided under this Agreement. Nothing in this Agreement shall be construed to create an employment relationship, partnership, joint venture, or agency relationship between the Parties. Lakeland shall be solely responsible for the supervision, direction, and control of its personnel providing the Services.
5. **TERM:** This Agreement shall commence on January 21, 2026 and shall remain in effect through June 6, 2026, unless earlier terminated in accordance with this Agreement.
6. **TERMINATION:** This Agreement may be terminated as follows:
 - a. **By Either Party for Convenience:** Either Party may terminate this Agreement upon [30] days’ written notice to the other Party.
 - b. **Workload Limitation:** Lakeland may terminate this Agreement upon written notice if it determines, in its sole discretion, that the workload associated with providing the Services has become unduly burdensome for its staff, as determined in its sole and absolute discretion.
 - c. Upon termination, Kellogg shall pay Lakeland for all Services performed through the effective date of termination.
7. **COMPLIANCE WITH LAWS:** Lakeland shall perform the Services in compliance with all applicable federal and state laws and regulations, including but not limited to the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, and applicable Idaho laws and rules.
8. **CONFIDENTIALITY:** Lakeland shall maintain the confidentiality of all student records and personally identifiable information in accordance with the Family Educational Rights and Privacy Act (FERPA) and all other applicable privacy laws.

9. **INDEMNIFICATION:** Each Party shall be responsible for its own acts and omissions and those of its officers, employees, and agents, to the extent required by Idaho law. Nothing in this Agreement shall be construed as a waiver of any immunities or defenses available under the Idaho Tort Claims Act or other applicable law.
10. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.
11. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements or understandings, whether written or oral.
12. **AMENDMENTS:** This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.

AUTHORIZATION: The individuals signing below represent and warrant that they are authorized to bind their respective school districts to the terms of this Agreement.

LAKELAND JOINT SCHOOL DISTRICT NO. 272

By: Jessica Grantham
Name: Jessica Grantham
Title: CFO
Date: 1/22/2026

KELLOGG JOINT SCHOOL DISTRICT NO. 391

By: Lana Pearson
Name: Lana Pearson
Title: Superintendent
Date: 1/22/2026