

INDEPENDENT CONTRACTOR AGREEMENT

Adrienne Seamans, MA, LMSW

This Agreement is entered into as of the 1st day of June, 2021, between White Pine Charter School, Inc., and Adrienne Seamans, MA, LMSW ("the Contractor"). WHEREAS, White Pine Charter School, Inc. is in need of assessment, consultation, and supervision of paraprofessional services to facilitate processes for students with or suspected to have disabilities as mandated under State and Federal Special Education laws or Section 504 of ADA; needs may also include consultation with parents and staff regarding students with behavioral, social-emotional, and academic concerns.

WHEREAS, the contractor has a Master's degree in Social Work (MSW) and a Master's degree in Special Education (MA), Specializing in Applied Behavior Analyst. The contractor is a Licensed Master's Level Social Worker in the State of Idaho, credentialed in Pupil Personnel Services with a School Social Worker Endorsement in the State of Idaho, and an approved Independent Professional with the State of Idaho.

1. Independent Contractor. Subject to the terms and conditions of this Agreement, White Pine Charter School, Inc. engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with White Pine Charter School, Inc. for any purpose. White Pine Charter School, Inc. shall not be responsible for withholding taxes with respect to the Contractor's compensation. The Contractor shall have no claim against White Pine Charter School, Inc. or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

2. Duties. Duties may include, but are not limited to: review of academic records; assessment; assessment scoring; student observation; report writing; interviewing; parent, teacher, and/or service provider consultation; and attendance at team meetings as requested. Services will also include training of paraprofessionals on Behavior Implementation Plans (BIP) written by contractor, monitoring of implementation of BIPs, and review of progress of said BIPs written by contractor. Contractor agrees to render her services under this agreement in a professional manner and in compliance with all state and federal laws including the ethical principles of her respective professional affiliations.

3. Terms. This engagement shall commence upon execution of this Agreement and shall continue in effect through July 31, 2021. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement. White Pine Charter School, Inc. agrees that it will have no right to control or direct specific details, manner, or means by which the Contractor accomplishes the results of the services performed hereunder. The Contractor has no obligation to work any particular hours or days, or any particular number of hours or days. However, the Contractor agrees to be reasonably available to perform the duties requested by IDEA and accepted by the Contractor, and to respond in a timely and reasonable manner.

4. Compensation. Compensation will be given at \$22.50/hour as needed, but no more than 40 hours/\$900.00 per week. These terms may be amended in writing, or supplemented with subsequent estimates for services to be rendered, by the Contractor and agreed to by White Pine Charter School, Inc.

5. Expenses, Equipment, & Supplies. Equipment/supplies housed by White Pine Charter School, Inc. may be utilized by the Contractor. White Pine Charter School, Inc. agrees to provide an adequate space to conduct services (i.e., room for testing students reasonably free from distractions) while on-site at White Pine Charter School or White Pine STEM Academy. During the term of this Agreement, the Contractor shall bill White Pine Charter School, Inc. for any pre-approved additional expenses and White Pine Charter School, Inc. shall reimburse her for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder.

6. Confidentiality & Property. The Contractor acknowledges that during the engagement she will have access to and become acquainted with various student information and records. The Contractor agrees that she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with White Pine Charter School, Inc. All reports, files, and records relating to the business of White Pine Charter School, Inc., whether prepared by the Contractor or otherwise coming into her possession, shall remain the exclusive property of White Pine Charter School, Inc. Forms, documents, or other inventions created by the Contractor prior to or while under contract with White Pine Charter School, Inc. are the property of the Contractor.

7. Termination. White Pine Charter School, Inc. or Contractor may terminate this Agreement at any time by 14 working days' written notice to the other party. In addition, if White Pine Charter School, Inc. or Contractor is convicted of any crime or offense, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the engagement may be terminated without prior written notice.

8. Liability. With regard to the services to be performed by the Contractor pursuant to the terms of this agreement, the Contractor shall not be liable to White Pine Charter School, Inc., or to anyone who may claim any right due to any relationship with White Pine Charter School, Inc., for any acts or omissions in the performance of services on the part of the Contractor or on the part of the agents or employees of the Contractor, except when said acts or omissions of the Contractor are due to willful misconduct or gross negligence. White Pine Charter School, Inc. shall hold the Contractor free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered to the White Pine Charter School, Inc. pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of the Contractor and the Contractor is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

9. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail at the addresses at the bottom of the document. Any party may change its address for purposes of this paragraph by written notice given in the manner provided above.

10. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by both parties.

11. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

12. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

White Pine Charter School, Inc.
2959 John Adams Parkway
Ammon, ID 83406
(208)522-4432

By: _____
Devan Tyler
Director of Federal Programs/Special Education
Lead Principal

By: _____
EmmaLee Robinson
White Pine Charter School Board Chair

Adrienne Seamans, MA, LMSW

A large black rectangular redaction box covering the signature of Adrienne Seamans.

By: _____
Adrienne Seamans, MA, LMSW
The Contractor