

White Pine School District No.464

Contracted Service Agreement

This Agreement is entered into between White Pines School District No. 464 (hereinafter referred to as "District") and David Vaughn (hereinafter referred to as "Contractor").

Whereas, the District provides special educational and related services to assist students attending school in the District in their educational development, as identified on the students' individualized education program (IEP).

Whereas, the Contractor is duly licensed or qualified and able to provide related services to the District's students;

It is hereby agreed by both parties that:

DURATION OF AGREEMENT

The period of this Agreement will commence on the 26th day of August 2021 and remain in effect until the 1st day of June 2022. This Agreement is contingent upon the availability of funds to the District. This Agreement shall not exceed twelve (12) calendar months. At the discretion of the District, the Agreement may be renewed annually.

RELATIONSHIP OF PARTIES

In performing services under this Agreement, Provider is and shall at all times be an independent contractor of the District. Nothing herein is to be construed as establishing an employer-employee relationship.

DESCRIPTION OF SERVICES

David Vaughn will provide school psychology services for White Pine Charter School. This will include evaluations for the purpose of special education, eligibility report writing, and other related services as requested by the district.

CONFIDENTIALITY

Contractor agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the student's identity and the nature of services rendered shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA). Contractor is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized and directed by the District, without parental/guardian consent or consent of the student if 18 years of age or older.

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT

Contractor acknowledges its obligation to comply with Idaho Code Section 16-1601, *et seq.*, and report, within 24 hours, any suspected abuse, abandonment, or neglect of a child to the law enforcement agency or Idaho Department of Health and Welfare. Contractor also agrees to inform the District, within 24 hours, of such suspicion.

SERVICE DELIVERY:

Services will take place at White Pine Charter School. The District will contact the Contractor as assessments are needed. The coordination of testing will be with the Director of Federal Programs.

PRIOR APPROVAL OF SERVICES

All services rendered by Contractor under the terms of this Agreement shall require prior approval by the District in accordance with federal and state laws and regulations, local policies and procedures, and professional codes of conduct.

COMPENSATION/BILLING

The District shall compensate Contractor for the direct services identified, at the rate of \$300 per day spent assessing students. The District shall also reimburse the Contractor for mileage at \$0.55 per mile. The Contractor will submit a bill to the Federal Programs Director after each visit to the school.

PROFESSIONAL SERVICES

The services rendered pursuant to this Agreement will be provided by individuals who are duly licensed to perform the services or supervised by a licensed provider in accordance with applicable professional standards. Contractor agrees that all work pursuant to this Agreement will be performed in accordance with the highest professional standards.

INSURANCE AND LIABILITY

Contractor shall be solely liable for any losses or damages resulting from Contractor's performance of any of the services covered by this Agreement. Contractor shall identify and hold harmless the District from any liability, including, but not limited to, costs, expenses, and attorney fees, resulting from Contractor's performance of the services provided under this Agreement.

ASSIGNMENT

This Agreement shall not be subject to assignment, in whole or in part, by Contractor or by operation of law, so as to authorize any person other than the Contractor, to assume the duties subject to this Agreement without the District's prior written consent.

AMENDMENT

This Agreement may be amended at any time with the prior written mutual consent of both parties. Any and all amendments to this Agreement shall be in writing.

GOVERNANCE

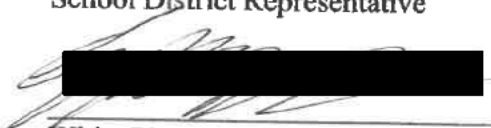
This Agreement shall be governed by the laws of the State of Idaho. Contractor shall, at all times, comply with and observe all federal, state, and local laws, regulations, and ordinances which are in effect and applicable during the period of this Agreement.

COMPLETE STATEMENT OF TERMS

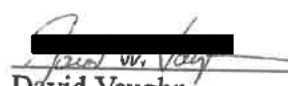
This Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized bind said parties do herein agree to the terms and conditions of this Agreement on this 29th day of July 2021.

School District Representative


[Redacted Signature] _____
White Pine School District No. 464

Contractor's Signature


[Redacted Signature] _____
David Vaughn

