

INDEPENDENT CONTRACTOR SPEECH PATHOLOGIST AGREEMENT

THIS AGREEMENT made and entered into on the date last written below, by and between Lapwai School District #341 (hereinafter "Employer"), and Kelly Wagner, an independent contractor (hereinafter "Contractor");

WHEREAS, the Employer desires to retain the services of Contractor, and Contractor desires to render services to the Employer, upon the terms and conditions hereinafter stated:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do hereby promise and agree as follows:

SECTION 1 – SCOPE OF DUTIES TO BE PROVIDED

- 1.1 Term.** Employer agrees to hire Contractor, at will, for a term commencing on October 8, 2018 and continuing until terminated in accordance with Section 4 of this agreement.
- 1.2 Duties.** Contractor agrees to perform work for the Employer on the terms and conditions set forth in this agreement, and agrees to devote all necessary time and attention (reasonable periods of illness excepted) to the performance of the duties specified in this agreement. Contractor's duties shall include the following:
- Administration and interpretation of speech and language testing as directed by the school-based Speech and Language Pathologist or the Director of Special Education
 - Written reports relating to assessments
 - Other duties as assigned by the Director of Special Education

Contractor further agrees that in all aspects of such work, Contractor shall comply with the policies, standards, regulations of the Employer from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of his/her/their ability, and in the best interest of the Employer.

SECTION 2 – CONFIDENTIALITY

- 2.1 Confidentiality.** Contractor acknowledges and agrees that all financial and accounting records, lists of property owned by Employer, including amounts paid therefore, client and customer lists, and other Employer data and information related to its business (hereinafter collectively "Confidential Information") are valuable assets of the Employer. Except for disclosures required to be made to advance the business of the Employer and information which is a matter of public record, Contractor shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential

Information for the benefit of Contractor or any other person, except with the prior written consent of the Employer. Employer understands that certain Confidential Information may be required to be disclosed to certain individuals: directors, officers, employees, agents, or advisors (collectively, Representatives) of Contractor. Contractor shall maintain records of the persons to whom Confidential Information is distributed, will inform all such persons of the confidential nature of the information, will direct them to treat such information in accordance with this agreement, will exercise such precautions or measures as may be reasonable in the circumstances to prevent improper use of Confidential Information by them, and will be responsible for any breaches by them of the provisions of this agreement. The term "confidential information" does not include information that is or becomes publicly available (other than through breach of this Agreement) or information that is or becomes available to Contractor on a non-confidential basis, provided that the source of such information was not known by Contractor (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information. In the event that Contractor or any of Contractor's representatives, assigns, or agents are requested or required by law or legal process to disclose any of the Confidential Information, the party required to disclose such information shall provide Employer with prompt oral and written notice before making any disclosure. In addition, Confidential Information may be disclosed to the extent required in the course of inspections or inquiries by federal or state regulatory agencies to whose jurisdiction Contractor is subject and that have the legal right to inspect the files that contain the Confidential Information, and Contractor will advise Employer promptly upon such disclosure.

- 2.2 Return of Documents.** Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of the Employer or containing any Confidential Information shall be the sole and exclusive property of the Employer, and shall be returned to the Employer upon the termination of this Agreement or upon the written request of the Employer.
- 2.4 No Release.** Contractor agrees that the termination of this Agreement shall not release Contractor from any obligations under Section 2.1 or 2.2.

SECTION 3 – COMPENSATION

- 3.1 Compensation.** In consideration of all services to be rendered by Contractor to the Employer, the Employer shall pay to said Contractor the amount of \$75 per hour. Contractor shall also be entitled to compensation for travel expenses, at a rate of 535 cents per mile traveled.
- 3.2 Withholding; Other Benefits.** Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Contractor

shall be solely responsible for reporting and paying any such taxes. The Employer shall not provide Contractor with any coverage or participation in the Employer's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

SECTION 4 - TERMINATION

- 4.1 Termination at Will.** This Agreement may be terminated by the Employer immediately, at will, and in the sole discretion of Employer. Contractor may terminate this Agreement upon one week's written notice to Employer. This Agreement also may be terminated at any time upon the mutual written agreement of the Employer and Contractor.

SECTION 5 - INDEPENDENT CONTRACTOR STATUS

- 5.1** Contractor acknowledges that he/she is an independent contractor and is not an agent, partner, joint venturer nor employee of Employer. Contractor shall have no authority to bind or otherwise obligate Employer in any manner beyond the terms of this Agreement, nor shall Contractor represent to anyone that it has a right to do so. Contractor further agrees that in the event that the Employer suffers any loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless the Employer from any such loss or damage.
- 5.2 Assignment.** The Contractor shall not assign any of his/her rights under this agreement, or delegate the performance of any of his/her duties hereunder, without the prior written consent of the Employer.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

- 6.1** Contractor represents and warrants to the Employer that there is no employment contract or other contractual obligation to which Contractor is subject, which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.
- 6.2** Contractor represents that he/she is a licensed and certified Speech and Language Pathologist and that he/she is in good standing with both ASHA and the State of Idaho.

SECTION 7 - MISCELLANEOUS PROVISIONS

- 7.1** The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Contractor or Employer an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or Employer.
- 7.2** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

- 7.3 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Idaho.
- 7.4 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.
- 7.5 **Severability.** If any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

WITNESS OUR SIGNATURES, this the 8 day of October, 2018.


EMPLOYER


INDEPENDENT CONTRACTOR