



**Ketchikan Gateway Borough School District**  
**Special Services**  
**INDEPENDENT CONTRACTOR CONTRACTAL AGREEMENT**

This Contractual Agreement is entered into between Ketchikan Gateway Borough School District (hereinafter referred to as "District") and Brian Adams (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) plan; and

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 Contractual Agreement will commence on the 1st day of September, 2021, and remain in effect until the 30th day of May, 2022. This Contractual Agreement is contingent upon the availability of funds of the District. This Contractual Agreement shall not exceed 115 days within nine (9) calendar months. At the discretion of the District, the Contractual Agreement may be renewed annually.

**RELATIONSHIP OF PARTIES:**

In performing services under this Contractual Agreement, Contractor 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.

**SERVICES TO BE RENDER:**

Provider shall render the professional services enumerated on Summary of Services, attached hereto and made a part of this Contractual Agreement as if set forth fully herein.

**RECORD KEEPING:**

Contractor shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this Contractual Agreement and shall provide copies of the records to the District within ten (10) working days of the date requested. Additionally, upon reasonable notice, the District shall have the right to review such records at any time during business hours, at Contractor's office.

**CONFIDENTIALITY:**

Provider agrees that all information regarding services provided pursuant to this Contractual Agreement, including, but not limited to, the students' 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 Contractual Agreement to any individual not authorized and directed by the District, without parent/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 Alaska Code and report, within 24 hours, any suspected abuse, abandonment, or neglect of a child to the law enforcement agency or the Alaska Department of Health and Social Services. Contractor also agrees to inform the District, within 24 hours, of such suspicion.

**SERVICE DELIVERY: TIME AND PLACE:**

Contractor shall perform services set forth in Summary of Services, unless the parties mutually agree to a modification of the time and place of service delivery.

**COORDINATION OF SERVICES:**

To facilitate delivery of services, the District will provide: 1) reasonable and prompt notification of meetings and other appointments in which the Contractor is expected to participate; 2) signed parental consent forms, as necessary; 3) identifying information regarding the client and the parent/guardian; and, 4) reasonable assistance in facilitating communication between the Contractor and clients, parents/guardian, and other providers and agencies.

**PRIOR APPROVAL OF SERVICES:**

All services rendered by Contractor under the terms of this Contractual 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.

**CONSENT/AUTHORIZATION TO ACCESS EDUCATIONAL RECORD INFORMATION OR PROTECTED HEALTH INFORMATION:**

District and Contractor shall at all times require the written consent or authorization of the parent/guardian/or adult student, if age of 18 years of age or older, for the disclosure of access to educational information pursuant to FERPA or protected health information pursuant to the Health Information Portability and Accountability Act (HIPAA) regarding the student, and shall maintain the confidentiality of that information consistent with the state and federal law and regulations.

**PROFESSIONAL SERVICES:**

The services rendered pursuant to this Contractual Agreement will be provided by individuals who are duly licensed to perform the services or supervised by a licensed/certified provider in accordance with applicable professional standards. Contractor agrees that all work pursuant to this Contractual Agreement will be performed in accordance with the highest professional standards. Written assurances will be provided to the District attesting that all employees who come into contact with students shall have been subject to a criminal background check at least as stringent as that required by the Alaska Code and policies of the District, and have been determined to not have a criminal background inconsistent with working with children. The District shall have the right to observe services being provided to the clients.

**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 Contractual Agreement. Contractor shall indemnify and hold harmless the District from any liability, including, but not limited to, cost, expenses, and attorney fees, resulting from Contractor's performance of the services provided under this Contractual Agreement. Proof of insurance shall be submitted to the District within ten (10) days of the date of this Contractual Agreement.

**ASSIGNMENT:**

This Contractual 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 Contractor, or Contractor's employees, to assume the duties subject to this Contractual Agreement without the District's prior written consent.

**AMENDMENT:**

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

**TERMINATION:**

This Contractual Agreement may be terminated without cause by either party within thirty (30) days after providing written notice of the intent to terminate to the other party.

Additionally, the District may immediately terminate this Contractual Agreement, upon written notice, in the event funding for the District's program is no longer available or the specific services to this Contractual Agreement are modified or terminated for a student.

**DEFAULT:**

Upon default by either party, the non-defaulting party may cancel this Contractual Agreement immediately, upon notice and may pursue any and all available legal, equitable, and other remedies. The defaulting party shall be liable for any and all expenses that are incurred by the non-defaulting party as a result thereof, including, but not limited to, procuring substitute performance, legal fees, and other losses incurred due to the default.

**TIME OF PERFORMANCE:**

Time is of the essence in this Contractual Agreement; therefore, all times for performance of the obligations, as stated herein, shall be strictly complied with by the parties.

**NON-WAVIER BREACH:**

The failure of Contractor or the District to insist upon strict performance of any of the terms of this Contractual Agreement, or to exercise any option herein conferred in any or all instances, shall not constitute a waiver or relinquishment of any such term, but the same shall be and remain in full force and effect, unless such waiver is evidence by the prior written consent of Contractor or the District.

**NON-DISCRIMINATION:**

The parties hereby agree that no person shall, on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from or denied participation in, or otherwise subjected to, discrimination under any activity performed pursuant to this Contractual Agreement.

**GOVERNANCE:**

This Contractual Agreement shall be governed by the laws of the State of Alaska. 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 Contractual Agreement.

**ATTORNEY FEES:**

If either party defaults in any manner or fails to fulfill any and/or all provisions of this Contractual Agreement, and if the non-defaulting party hires an attorney to exercise its rights upon such default or failure, or if the parties are involved in any litigation (including any proceedings in bankruptcy), the prevailing party shall be entitled to recover reasonable attorney fees and costs from the other party. This paragraph shall be enforceable by the parties notwithstanding any rescission, forfeiture, or other termination of this Contractual Agreement.

**DISPUTE RESOLUTION:**

All participating agencies agree to resolve systemic disputes that arise in the provision of special education and independent contractor services in a non-adversarial manner and to ensure that using the following process to resolve interagency disputes does not disrupt services to students and families:

1. An individual or agency with a concern will first use the agency's internal procedures to address the concern.
2. If resolution is not achieved at the previous level, the issue and all relevant information will now be forwarded to the special education director of the Ketchikan Gateway Borough School District and contractor's administrator.
3. If consensus is not reached at the previous level, the special education director will forward the issue and all relevant information to the superintendent of Ketchikan Gateway Borough School District.
4. If a concern is identified that is related to the quality of service or health and safety issues, schools should refer concerns about a contractor, their services, or quality of services to the special education director and contractor's administrator to address these concerns.
5. If these concerns are not resolved in the dialogue with school administrator (special education director and/or superintendent) and the contractor's administrator, the DHW regional licensing entity may be contacted to investigate the situation.

**COMPENSATION/BILLING:**

The District shall compensate Contractor for the direct services identified. Additional hours will be compensated at the same rate, provided that the additional hours have been pre-approved, in writing, by the District's designee.

Contractor will submit, by the 20th of each month, a statement of services rendered each month including the completed district's reporting forms. Generally, the district will issue checks by the end of the month if statement and paperwork is completed and in the District Office by the 20<sup>th</sup> of each month. Additional documentation may be required by the District and may be provided within ten (10) working days of the date the written request for the documentation is made.

**The district agrees to pay the Contractor \$86,250 for school psychology services, ground transportation in Ketchikan, and housing costs from September through May. The District will pay travel costs to and from Ketchikan will be reimbursed at actual costs not to exceed \$700 per trip.**

**COMPLETE STATE OF TERMS:**

This Contractual 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 Contractual 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 have executed this Contractual Agreement on this 9<sup>th</sup> day of Feb 2021.

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Superintendent/Designee Signature  
Ketchikan Gateway Borough School District

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Brian Adams, School Psychology Services