



## PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered between Ketchikan Gateway Borough School District with principal offices at 333 Schoenbar Road, Ketchikan, AK 99901 ("District") and Access Behavioral Services, Stephanie Johnson ("Contractor"), collectively the "Parties."

WHEREAS the District is a public school district charged with providing a free appropriate public education to students consistent with state and federal law and engages contractors as necessary to meet its obligations when it is efficient and cost-effective to do so;

WHEREAS Contractor is a board-certified behavior analyst (BCBA) authorized to do business and provide behavioral/social-emotional services within the State of Alaska;

NOW THEREFORE, the Parties mutually agree as follows:

1. Term. This Agreement commences upon entry by both Parties and shall continue in force and effect until the final day of this fiscal year, June 30, unless terminated earlier as set forth below. This Agreement may only be extended thereafter by mutual written agreement of the parties. The District may terminate this Agreement immediately upon a material breach of any provision of this Agreement. The District may terminate this Agreement for any reason by providing thirty (30) days advance written notice to Contractor.
2. Services. Subject to the terms and conditions of this Agreement, the District engages Contractor to provide behavioral/social-emotional services to meet the District's anticipated needs in assessments, reports, and teacher support and Contractor hereby accepts such engagement.
3. Compensation. Contractor shall invoice the District promptly following the provision of services. The District and Contractor agree that compensation for Contractor's services shall be at the rate of \$700.00 per day, or \$100.00 per hour, in an amount not to exceed \$37,800.00. Contractor shall not bill any student or parent for services provided to the District under this Agreement.
4. Anticipated service volume. It is anticipated that Contractor will be asked to provide up to 54 days of service which shall consist of contact with students and district personnel as well as additional office days for completion of reports.
5. Scheduling. Scheduling and all trips must be planned in conjunction with and authorized by the District Special Education Director or designee.

6. Expenses. Contractor is not responsible for any costs of travel, lodging, or other expenses incurred in providing the contracted services.
7. Qualifications. Contractor represents that Contractor is appropriately certificated, licensed or otherwise credentialed to provide in Alaska the services called for by this Agreement. Contractor commits to maintaining those qualifications throughout the term of this Agreement. Contractor will upon request provides copies of current Alaska credentials and licensing to the District.
8. Mandatory reporting. Contractor acknowledges and affirms their mandatory reporting responsibilities under AS 47.17.020.
9. Background check. Contractor will upon request cooperate with the District in submitting to a criminal background check.
10. Legal Compliance. Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances that may apply to the performance of Contractor's services under this Agreement. Contractor represents and warrants that it is currently in compliance and further represents that compliance will be maintained throughout the duration of the Agreement. Contractor further represents and warrants that Contractor has applied for/obtained all necessary business permits and licenses that may be required to carry out the services, including an Alaska business license and any permits that may be required by any locality in which the Contractor performs services and that Contractor will maintain such required permits for the duration of the time of providing services.
11. Insurance. Contractor shall secure and maintain throughout the term of this Agreement liability insurance with minimum limits of liability of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate from an insurer acceptable to the District. Proof of such insurance must be provided to the District upon request.
12. Independent Contractor Relationship. This Agreement shall not render Contractor or any of Contractor's agents an employee of the District. Contractor is and will remain an independent contractor in its relationship to the District and will not become District's employee by virtue of provision of the contracted services. The District shall not and shall have no obligation to withhold taxes of any kind, including income, Social Security and Medicare taxes, from payment for these services or obtain any worker's compensation insurance or other insurance of any kind on behalf of Contractor in relation to provision of these services. The District shall not provide, and neither Contractor nor any of Contractor's agents or employees are eligible to participate in, any employee health insurance, vacation pay, sick pay, TERS, PERS, or other fringe benefit plan of the District as a result of provision of services under this contract. If any government agency or court determines that Contractor should be reclassified as an employee, Contractor

hereby waives any claim to District benefits and acknowledges and understands that such reclassification would not entitle Contractor to any benefits offered to District employees.

The District and Contractor agree that Contractor has the right to control and direct the means, manner and method by which the services required by this Agreement, are provided, however, that any services provided pursuant to a student's Individual Education Plan must be performed consistent with that IEP and Contractor must comply with the requirements of state and federal law and District policy governing child find, assessment, evaluation, eligibility, development and implementation of IEPs and 504 Plans and the confidentiality of student records.

Contractor shall have no right, power, or authority to bind the District to the fulfillment of any condition, contract or obligation or to create any liability binding on the District.

13. Recordkeeping. All cumulative file, IEP, and health records of District students to whom special education or related services are provided under the Agreement are District property. Upon termination of this Agreement, Contractor will deliver such records to District. The District is required by state and federal law to make available to parents any records that the District collects, maintains, or uses with respect to the identification, evaluation and education placement of a student and the provision of a free appropriate public education of their child. Contractor shall make available to the District upon reasonable request any and all records maintained by the Contractor with respect to the identification, evaluation and education placement of a student and the provision of a free appropriate public education of a student of the District to whom Contractor provides services pursuant to this Agreement. The District is also required by state and federal law to safeguard the privacy of personally identifiable information in student records. Contractor agrees and understands that confidential information including personally identifiable information regarding students will be disclosed to Contractor in the course of performance of services under this Agreement. Contractor may only use personally identifiable information from education records only for the purpose for which the disclosure to Contractor was made. Contractor will safeguard the confidentiality of such information, and redisclose such information only with the authorization of the District.

14. Liability and Indemnification. Contractor shall protect, defend, indemnify and hold the District harmless from any claims, demands, suits, damages, expenses, liabilities or causes of action arising or resulting directly from or in connection with (1) Contractor's breach of this Agreement; (2) Contractor's acts or omissions outside the scope of this Agreement; and (3) Contractor's and/or Contractor's agent's negligent acts or omissions in performing the Services. Contractor also agrees to indemnify, protect and hold the District harmless from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to, all payroll taxes, self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal or state law with respect to Contractor. The District shall protect, defend, indemnify and hold Contractor harmless from any claims, demands, suits,

damages, losses, expenses, liabilities or causes of action arising from or resulting directly from or in connection with the District's negligent acts and omissions in performing its obligations under this Agreement.

15. Successors and Assigns: No Third-Party Beneficiary Rights. All of the provisions of this Agreement shall be binding upon and inure only to the benefit of the Parties. No provision of this Agreement shall in any way inure to the benefit of any third-party so as to constitute any person as a third-party beneficiary of this Agreement or otherwise give rise to any cause of action to anyone not a party to the Agreement.

16. Choice of Law and Venue. The construction, interpretation and performance of this Agreement are governed by the law of the State of Alaska. The venue for hearing any dispute involving claims arising from this Agreement shall be in superior court for the State of Alaska, First Judicial District at Ketchikan.

17. Assignment. Contractor shall not assign their rights under this Agreement or delegate performance of any duties hereunder without prior written consent of the District.

18. Freedom to Contract. This Agreement does not preclude Contractor from providing services to any other organization or entity, provided that such work does not interfere with or diminish Contractor's ability to provide the services called for by this Agreement.

19. Complete Agreement. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification of change, or terms of provisions of the agreement shall bind the Parties unless in writing and signed by Contractor and an authorized representative of the District. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein this agreement.

Ketchikan Gateway Borough School District (KGBSD)

By: KGBSD Special Services Director

10/7/2021  
Date

By: KGBSD Superintendent

10/21/21  
Date

By: Contractor

10/19/21  
Date

