

# INDEPENDENT CONTRACTOR AGREEMENT

**Karen Toerne, PLLC**

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014, between Idaho Arts Charter School and Karen Toerne, PLLC ("the Contractor"). WHEREAS, Idaho Arts is in need of assessment and consultation 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, Contractor will supply an agent that is specially trained and possesses the necessary education, skills, and licenses or credentials to perform the required services. The agent has a Master's degree in Counseling and Human Services (M.Ed.) and a Specialist degree in School Psychology (Ed.S.). The agent is a Licensed Professional Counselor in the State of Idaho, a Nationally Certified School Psychologist and credentialed in Pupil Personnel Services with an endorsement in School Psychology in the state of Idaho.

**1. Independent Contractor.** Subject to the terms and conditions of this Agreement, Idaho Arts 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 venturer with Idaho Arts for any purpose. Idaho Arts shall not be responsible for withholding taxes with respect to the Contractor's compensation. The Contractor shall have no claim against Idaho Arts 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. 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 principals of her respective professional affiliations.

**3. Terms.** This engagement shall commence upon execution of this Agreement and shall continue in effect through \_\_\_\_\_. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement. Idaho Arts 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 I-DEA and accepted by the Contractor, and to respond in a timely and reasonable manner.

**4. Compensation.** As full compensation for the services rendered pursuant to this Agreement, Idaho Arts shall pay the Contractor at the hourly rate of \$ 70.00 per hour and a flat fee of \$35.00 each visit for the total time spent driving to and from Idaho Arts testing facility from the Contractor's office. The hourly rate does not include cost of assessment protocols or special testing materials, which are the responsibility of Idaho Arts. Compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation. These terms may be amended in writing, or supplemented with subsequent estimates for services to be rendered, by the Contractor and agreed to by Idaho Arts.

**5. Expenses, Equipment, & Supplies.** Equipment/supplies housed by Idaho Arts may be utilized by the Contractor. Idaho Arts agrees to provide an adequate space to conduct services (i.e., room for testing students reasonably free from distractions) while on-site at Idaho Arts. During the term of this Agreement, the Contractor shall bill and Idaho Arts 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 Idaho Arts. All reports, files, and records relating to the business of Idaho Arts, whether prepared by the Contractor or otherwise coming into her possession, shall remain the exclusive property of Idaho Arts. Forms, documents, or other inventions created by the Contractor prior to or while under contract with Idaho Arts outside of reports completed for the business of Idaho Arts are the property of the Contractor.

**7. Termination.** Idaho Arts or Contractor may terminate this Agreement at any time by 14 working days' written notice to the other party. In addition, if Idaho Arts 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. **Insurance.** The Contractor will carry liability insurance related to the services performed for Idaho Arts.

9. **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 Idaho Arts, or to anyone who may claim any right due to any relationship with Idaho Arts, 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. Idaho Arts 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 Idaho Arts 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.

10. **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.

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

12. **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.

13. **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.

Idaho Arts Charter School  
1220 5th St N.  
Nampa, ID 83687  
(208) 463-4324

By: \_\_\_\_\_  
Its: \_\_\_\_\_ [title or position]

**Karen Toerne, PLLC, M.Ed., Ed.S.**  
Licensed Professional Counselor  
Nationally Certified School Psychologist  
919 N. 20<sup>th</sup> Street  
Boise, ID 83702  
(208)691-9993  
karentoerne@gmail.com

By: \_\_\_\_\_  
Karen Toerne, PLLC  
Agent