

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, is by and between the Crawford Central School District (hereinafter referred to as “District”) and Karla Varee, (hereinafter referred to as “Contractor”).

The parties state as follows:

A. The Crawford Central School District provides various educational programs for its students, including support to students with mental health and emotional issues.

B. The District desires to enter into an Independent Contractor Agreement with Contractor to perform certain school psychological services in connection with these educational programs, and Contractor desires to perform such services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties agree as follows:

1. **Performance.** The District engages Contractor, and Contractor hereby accepts such engagement, and agrees that Contractor shall provide school psychological services at the hourly rate of \$26, not to exceed sixty (60) hours during the term of this Agreement. Contractor will submit a log of time and services performed to the District’s Business Office on a monthly basis for payment. Contractor shall render the services required hereunder in accordance with all the District’s policies, standards, and regulations. During the term of this Agreement, Contractor shall have no right to bind the District, transact any business in the District’s name or on behalf of the District in any manner or form, or make any promises or representations on behalf of the District.

On termination of this Agreement by either party, Contractor will complete any evaluations that she has begun, and the District agrees to reimburse her for said evaluations when completed.

2. **Term.** This Agreement is effective on April 23, 2018 and will terminate at the conclusion of the 2017-2018 School Year or earlier if either party determines that services will no longer be needed or provided. The District will provide two (2) weeks' notice to Contractor if the District decides to terminate the need for her services. The District also will receive two (2) weeks' notice from Contractor in the event she wishes to terminate services.

3. **Independent Contractor Status.** In performance hereunder, Contractor is and shall remain an independent contractor. Contractor shall be entirely and solely responsible for Contractor's acts while engaged in the performance of her services.

The Contractor shall maintain, at her own expense, all required licenses and certifications to provide professional certified school psychologist services to the District.

The Contractor agrees that she shall provide the District necessary valid clearances and certifications, including the following:

- a. PA Child Abuse History Clearance
- b. Federal Criminal History Records
- c. Pennsylvania Background Checks

4. **Taxes.** Payments to Contractor hereunder shall not be subject to the customary withholding taxes or other employment taxes as required with respect to compensation paid to an employee. Contractor shall be solely responsible for all federal, state and local taxes arising from the compensation received by Contractor for the services provided hereunder, and Contractor shall hold the District harmless from and against any and all tax liability relating

thereto. At the conclusion of the fiscal year, the District shall issue a Federal Tax Form 1099 to the Contractor, reflecting the compensation paid for the preceding fiscal year.

5. **Indemnification.** Contractor hereby indemnifies and holds the District, and its employees, agents, representatives, and advisors harmless from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, relating to or arising out of Contractor's performance of her services under this Agreement, unless due to the negligence of the District.

6. **Assignment.** Contractor shall not assign or transfer rights or duties under this Agreement without the prior written consent of the District.

7. **Severability.** In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. **Sole Agreement of the Parties.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

9. **Amendment.** No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, intending to be legally bound hereby, on the day and year first above-written.

CRAWFORD CENTRAL SCHOOL  
DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
Board President

\_\_\_\_\_  
Karla Varee

\_\_\_\_\_  
Board Secretary

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