

INDEPENDENT CONTRACTOR AGREEMENT
Between
IDAHO STATE UNIVERSITY
AND
IDAHO FALLS SCHOOL DISTRICT #91

This agreement entered into this 1st day of October, 2016 between Idaho State University (Contractor) and Idaho Falls School District #91 (IFSD) to set forth the terms and conditions under which ISU will provide an Educational Consultant, Dr. Cory Bennett, to provide certain services as outlined in this agreement. In consideration of the mutual agreements as set forth below Contractor and IFSD agree that:

1. Engagement

IFSD hereby engages Contractor to perform the services as further described in Section 2 of this Agreement (Services). Contractor hereby accepts such engagement, subject to the terms and conditions herein.

2. Services of Contractor

The purpose of the IFSD project is to better understand administrators', teachers', and students' perceptions towards critical issues relating to the teaching and learning of mathematics, and other content areas as identified by Idaho Falls School District #91, specifically as it relates to supporting and developing effective instructional and leadership practices. Contractor shall perform the following Services for IFSD:

- A. Develop, coordinate and facilitate workshops for administrators on developing as instructional leaders;
- B. Provide coaching support for school and district level administrator leaders;
- C. Provide support (e.g. workshops and classroom support) to K-12 mathematics teachers; and
- D. Report on findings to district leadership and recommend next steps.

3. Payment Terms

In consideration for Services rendered by Contractor hereunder, IFSD agrees to remit payment to Contractor payment not to exceed \$18,000 to be paid at the rate of \$700/day. Invoices shall be submitted monthly after Services have been rendered. Payment shall be made within forty-five (45) days after the invoice has been received by IFSD.

4. Independent Contractor

No relationship of employer and employee is created by this Agreement, it being understood that the Contractor will act hereunder as an independent Contractor, not being subject to the direction and control of IFSD in its day to day provision of contract services. Furthermore, the Contractor shall not have any claim under this Agreement or otherwise against IFSD for

vacation pay, sick leave, retirement benefits, social security contribution, workers' compensation, disability or unemployment insurance benefits, or any other benefit of any kind.

5. **Confidentiality**

Each Party must hold in confidence any proprietary information that it obtains from the other Party under this Agreement, and must not use that information without the other Party's written consent. Any and all reports, analyses and data, whether statistical or otherwise, generated from this project shall become the property of the Idaho Falls School District #91. Contractor is granted permission to use said data for research and publication purposes if such a situation arises. Original materials created and provided for this contract are the intellectual property of Contractor. Any use of materials outside the scope of this agreement must be obtained in writing.

6. **Indemnity**

To the extent of applicable law including the Idaho Tort Claims Act (I.C. § 6-901 et seq.), each Party will save, indemnify, and hold harmless the other Party and their officers, employees, and agents from any liability, damage, claim, action, cause of actions, demand, judgment, or award of any kind or nature, arising from any negligence or wrongful act or omission by the indemnifying Party or its officers, employees, or agents that occur as a result of entering into this Agreement.

7. **General Covenants**

- A. ***Term:*** This Agreement is effective beginning October 1, 2016, and shall continue until July 31, 2017 unless earlier terminated in accordance with the terms of this Agreement. If the Agreement is terminated, Contractor will be entitled to payment for all work performed through the date of termination.
- B. ***Termination:*** Both Parties reserve the right to terminate this Agreement at any time and for any reason upon thirty (30) days written notice to the other Party.
- C. ***Entire Agreement:*** This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.
- D. ***Amendment/Addenda:*** This agreement may be amended and/or addended by mutual consent of both parties.
- E. ***Governing Law:*** The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto, will be governed by the laws of the State of Idaho.
- F. ***Severability:*** If any provision of this Agreement, or of another agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to

that extent only, without in any way affecting the remaining parts of provisions of said agreement.

- G. *Waiver:* Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will therefore be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.
- H. *Representatives:* All notices required to be given under this Agreement shall be in writing and delivered personally or by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

IDAHO STATE UNIVERSITY
 Patricia Spotts
 ISU Director of Research Contracts
 921 S. 8th Ave., Stop 8046
 Pocatello, ID 83209

IDAHO FALLS SCHOOL DISTRICT #91
 Jennifer Jackson
 Director of Curriculum and Professional Development
 690 John Adams
 Idaho Falls, ID 83401

8. Authorizing Signatures

IDAHO STATE UNIVERSITY:

IDAHO FALLS SCHOOL DISTRICT #91:

By: Patricia Spotts

By: Jennifer M. Jackson

Patricia Spotts
Director of Research Contracts

Jennifer Jackson
Director of Curriculum and Professional
Development

10/11/16
(Date)

10/13/16
(Date)