

KOBER CONSULTING, LLC

BRIANNA KOBER

208-421-7559

abkober21@gmail.com

Kober Consulting, LLC contract for services with Kimberly School District.

DATE:

Entered into this the 5th of August, 2024 (the "Effective Date" through 30th day of May, 2025 ("termination date"))

SERVICES PERFORMED BY:

Kober Consulting, LLC
Brianna Kober, M.S., BCBA
EBM IP
208-421-7559
abkober21@gmail.com

SERVICES PERFORMED FOR:

Kimberly School District
Special Education
Department

INDEPENDENT CONTRACTOR AGREEMENT This Agreement is entered into as of the 5th day of August, , between Kimberly School District and Brianna Kober. WHEREAS, Kimberly School District is in need of assessment, consultation and/or behavioral services to facilitate processes for students with behavioral intervention needs; needs may also include consultation with parents and staff regarding students with behavioral, and social-emotional concerns. WHEREAS, Brianna Kober is an agent that is specially trained and possesses the necessary education, skills, and credentials to perform the required services. The agent has a master's degree in Applied Behavior Analysis (M.S.). The agent is a Board-Certified Behavior Analyst (BCBA) and approved to provide services under the title of Evidence Based Professional in the State of Idaho.

1. Independent Contractor. Subject to the terms and conditions of this Agreement, Kimberly School District engages with Brianna Kober as an independent contractor to perform the services set forth herein, and Brianna Kober hereby accepts such engagement. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with Kimberly School District for any purpose. Kimberly School District shall not be responsible for withholding taxes with respect to the Contractor's compensation. The Contractor shall have no claim against Kimberly School District 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, behavioral intervention services, 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 30th of May, 2025. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement. Kimberly School District 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 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, Kimberly School District shall pay the Contractor at the hourly rate of \$80 per hour and a flat fee of \$30 each visit for the total time spent driving to and from Kimberly School District from the Contractor's office. The hourly rate does not include cost of assessment protocols or special testing materials, which are the responsibility of the school district. 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 the school district.

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

7. Termination. Kimberly School District or Contractor may terminate this Agreement at any time by 14 working days' written notice to the other party. In addition, if Kimberly School District 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 Kimberly School District.

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 the school district or to anyone who may claim any right due to any relationship with the district 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. Kimberly School District 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 school district 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.

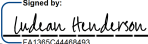
11. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by both parties.

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.

Kimberly School District

School District Administrator name (printed): Ludean Henderson _____

School District Administrator Signature:  _____
Signed by: Ludean Henderson
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Contractor name (printed): Brianna Kober _____

Contractor signature:  _____
Signed by: Brianna Kober
13038C4F448A424...