

CONTRACT FOR SERVICES

This Contract is made by and between the **Platte County R-III School District** (referred to herein as the “District”) and **Kyle Bundy**, Consultant (referred to herein as “Consultant”).

RECITALS

- A. The Consultant meets the requirements of the State of Missouri to be a Consultant.
- B. The District desires to contract with the Consultant and for the Consultant to provide **consultation and coaching services for Canvas** for the District.

CONTRACT

Accordingly, in consideration of the premises, the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Employment

The District hereby contracts with the Consultant and the Consultant agrees to be hired as an independent contractor upon the terms and subject to the conditions set forth herein.

2. Terms

The Consultant shall provide **consultation and coaching services for Canvas** for the District on an as-needed basis, beginning **December 1, 2023**, and ending **June 30, 2024**. This Contract may be terminated by either party upon 30 days' written notice.

3. Duties

- a. The Consultant will provide **consultation and coaching services for Canvas** to the District and District staff. The Consultant will consult on **Canvas (Learning Management System)**.
- b. The District is responsible for the expense of maintaining general liability and professional ability insurance coverage covering acts or omissions that may give rise to liability for services delivered under this Agreement. The limits of the coverage maintained shall not be less than the minimum limits required by applicable law. Any insurance applicable to this Contract is not intended to act as a waiver of any defense available to the District and its employees by statute or common law.

- c. Adequate space will also be provided by the District. The Consultant will be given access to the **District network and appropriate software applications** used by the District.
- d. All services shall be performed within the general scope of community standard meeting all applicable federal, state and local regulations and standards in a professional, ethical and competent manner and as prescribed by such professional associations as are applicable to the Consultant's services. The Consultant shall provide services to the District, its students, employees, and community, without regard to race, creed, color, religion, age, sex, disability, marital status, or sexual or affectional preference. The Consultant represents that s/he is qualified to and capable of performing the services listed herein.
- e. The Consultant represents and warrants that s/he operates, and s/he agrees that s/he will continue to operate, in compliance with all applicable federal, state and local laws and regulations, including but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Individuals with Disabilities Education Act ("IDEA"), Section 504 Rehabilitation Act, all the applicable civil rights laws, and a Federal Work Authorization Program. The Consultant further agrees that s/he will abide by the terms of District policies and procedures. The Consultant further acknowledges receipt of the District's policies and procedures and acknowledges that any violation of District policies and procedures is cause for immediate termination of this contract and any services related thereto.
- g. The Consultant shall indemnify and hold the District, its Board Members, Administrators, employees and agents harmless from and against any and all claims for loss or damages, including attorney fees, arising out of or caused by the negligence or intentional conduct of the Consultant, their employees, any party for whom the Consultant is legally responsible. The District preserves all immunities recognized by law. Nothing herein shall be construed as a waiver of sovereign or governmental immunity, by whatever name as set forth in RSMo Section 537.600 et seq. Any insurance purchased by Consultant hereto is not intended to act as a waiver of any defense available to the District and its employees by statute or common law.
- h. Prior to the commencement of work for the District, the Consultant shall provide to the District a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the Federal Work Authorization Program. Federal Work Authorization Program means the E-Verify program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor. The Consultant shall also provide the District a sworn affidavit affirming that they do not knowingly employ any person who is an

unauthorized alien in connection with the contracted services.

4. **Compensation**

Subject to the terms and conditions hereof, during the term of this Contract and pursuant to this Contract, the District shall pay the Consultant **\$200 per hour or \$1,200 for a full day (6+ hours)** for all services performed by the Consultant. The Consultant will bill the District monthly. The District will submit payment to the Consultant within 30 days of receipt of the Consultant's invoice, unless said invoice is objected to by the District, at which point said objection shall be promptly addressed by the parties.

5. **Independent Contractor**

Both the District and the Consultant agree that the Consultant will act as an independent contractor in the performance of their duties under this contract. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State, and Local taxes arising out of the Consultant's activities in accordance with this Contract, including by way of illustration but not limitation, Federal and State Income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

6. **Additional Provisions**

- a. This Contract may not be assigned without prior consent of all parties hereto. All of the terms, covenants, Contracts and conditions herein contained shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

Both the District and the Consultant agree to the above Contract.

Consultant

Date

School Board President

Date

School Board Secretary

Date