This Agreement is entered into as of the 12th day of August 2021 between Scottsdale Unified School District (SUSD) and Dr. Kimberly Hicks, PLLC ("the Contractor"). WHEREAS, Scottsdale Unified School District 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 505 of the Rehabilitation Act of 1973; needs may also include consultation with parents and staff regarding students with behavioral, social-emotional, and academic concerns. Working under RFP #22-5201-001 through S.A.V.E. This Agreement is entered into as of this 27th day of July between Scottsdale Unified School District ("SUSD") and Dr. Kimberly Hicks, PLLC ("Contractor") on behalf of agent Dr. Eileen Conway. Whereas SUSD must provide assessment and consultation services in order to comply with legal obligations to students who have or are suspected of having a disability as mandated under State and Federal Special Education law and/or Section 504 of the Rehabilitation Act of 1973. District needs include, but not limited to the provision of assessment and services to students, and consultation with staff and parents who make determinations regarding the educational needs of a student with developmental, social-emotional, behavioral and/or academic.

WHEREAS, Contractor will supply an agent, Dr. Kimberly Hicks, that is specially trained and possesses the necessary education, skills, and licenses or credentials to perform the required services. The agent has a Doctorate degree in School Psychology. The agent is a Certified School Psychologist in the State of Arizona.

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

3. **Terms.** This engagement shall commence upon execution of this Agreement and shall continue in effect through May 25th, 2022. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement. Dr. Kimberly Hicks will work and be paid no more than a total of 32 hours per week. Dr. Kimberly Hicks will not be paid to work more than 8 hours a day and only for days that are part of the school district calendar. If there are not 32 hours during a given week due to school holidays Dr. Hicks can only work 8 hours per day for the days that are available that week.

4. **Compensation.** As full compensation for the services rendered pursuant to this Agreement, SUSD shall pay the Contractor at the hourly rate of $85.00 per hour. The hourly rate does not include cost of assessment protocols or special testing materials, which are the responsibility of SUSD. Compensation shall be payable within 14 days of receipt of Contractor’s bi-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 SUSD.

5. **Equipment, & Supplies.** Equipment/supplies housed by SUSD may be utilized by the Contractor. SUSD agrees to provide an adequate space to conduct services (i.e., room for testing students reasonably free from distractions) while on-site at SUSD.

6. **Confidentiality & Property.** The Contractor acknowledges that during the engagement that agents will have access
to and become acquainted with various student information and records. The Contractor agrees that agents 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 SUSD. All reports, files, and records relating to the business of SUSD, whether prepared by the agent of Contractor or otherwise coming into their possession, shall remain the exclusive property of SUSD.

7. **Termination.** SUSD or Contractor may terminate this Agreement at any time by 14 working days’ written notice to the other party. In addition, if Contractor or agent 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 SUSD. See paragraph 9 below for required liability limits.

9. **Liability.** With regard to the services to be performed by the Contractor or agent of Contractor pursuant to the terms of this agreement, the Contractor shall not be liable to SUSD, or to anyone who may claim any right due to any relationship with SUSD, 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. The Contractor and Agent shall carry professional liability insurance with a $1 million per occurrence and $2 million aggregate.

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.

**Scottsdale Unified School District**  
Scottsdale, AZ. 85250  
(480) 484-6100

Name: Dr. Kim Guerin

Signature:

Title: Assistant Superintendent

Date:

**Dr. Kimberly Hicks, PLLC**  
Peoria, AZ. 85383  
(623) 243-0376  
dr.kimberlyhicks.sch.psych@gmail.com

Name: Kimberly Hicks

Signature:

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