

INDEPENDENT ENGAGEMENT AGREEMENT

This Agreement ("Agreement") is made by and between Central Bucks School District ("Central Bucks") and Kelle Heim-McCloskey ("KHM"). The parties agree as follows:

1. Commencement Date: June 11, 2026
2. Termination: Central Bucks or KHM may terminate this Agreement at any time, provided however, that indemnification coverage under Paragraph 6 below, will continue for claims that may arise after such termination but were based on acts or decisions made during the term of this Agreement.
3. Scope of Services: KHM will serve as an Expert Witness and will perform duties pursuant to Central Bucks School District's policy and regulations.
4. Compensation: Central Bucks will pay KHM, as compensation for KHM's services, at an hourly rate of \$300/hour, less authorized deductions as provided by law. KHM shall submit an invoice to Central Bucks for time worked following completion of the assignment. There are no minimum weekly hours guaranteed.
5. Independent Contractor: KHM is an independent contractor and agrees to perform the work under this Agreement as an independent contractor. It is understood that this Agreement is not intended to be on of hiring under the provisions of the Workers' Compensation Law or any other employment las and shall not be so construed. Medical, unemployment, life insurance, retirement, social security and other benefits will not be accorded to KHM during the term of this Agreement. Central Bucks agrees that the manner and means of providing the services described are under KHM's sole control.
6. Indemnification: Central Bucks agrees to defend, hold harmless and indemnify KHM, from any and all demands, claims, suits, actions, and legal proceedings (collectively, "claims") brought against KHM to this Agreement, provided the incident which forms the basis of such claim arose while KHM was acting within the course and scope of this Agreement and, as such, liability protection is with the authority of the Board to provide under state and federal law.

7. Other Conditions: As an inducement to the execution of this Agreement by the District and in consideration of the agreements to be performed, KHM covenants that:

- a. Qualifications. KHM is qualified to perform the services to be furnished under this Agreement and is permitted by law to perform such services.
- b. Solicitation of Agreement. KHM has not employed any person to solicit this Agreement and has not made and will not make any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this Agreement.
- c. Records. KHM shall maintain appropriate and accurate records with respect to the services performed under this Agreement. All records maintained by KHM pursuant to this section are subject to review upon written request by Central Bucks.

8. During the term of this Agreement, KHM agrees not to undertake work that represents a conflict of interest with the work hereunder. Intending to be legally bound hereby, the parties have set their hands and seals below.

**Kelle Heim-McCloskey,
Special Education Consultant**

Kelle Heim-McCloskey 6/25/26
Authorized Signature Date

Title

Print Name

Central Bucks School District

Cathy Rossi 6/25/26
Authorized Signature Date

Cathy Rossi 6/25/26
Print Name