

BONNEVILLE SCHOOL DISTRICT #93

Contractual Agreement with Speech and Language Clinic Rehabilitation Center

THIS AGREEMENT entered into between Bonneville School District #93, hereby known as the District, having a principal place of business at 3497 N. Ammon Road, Idaho Falls, Idaho, and Speech and Language Clinic Rehabilitation Center, hereby known as the Contractor.

The following service(s) requested: Speech and Language

Dates of service: beginning **August 20, 2018** through **June 30, 2018**

Hours of service: **at the rate of \$ 65 per hour for speech pathologists/ \$ 28 per hour for speech paraprofessionals.**

Case load: **not to exceed 42.5 students per therapist/paraprofessional**

Daily billing hours: **not to exceed 7 hours per day**

Contractor requirements attached hereto are made a part of this contract.

The parties agree that the Contractor is solely responsible for all costs and expenses incurred in connection with the performance of those services described in this agreement unless noted above.

1. The Contractor agrees to provide special education and/or related services in accordance with the following state and federal laws and regulations: Idaho Code; Idaho State Board of Education Regulations pertaining to special education; Idaho Special Education Manual; the Individuals with Disabilities Education Act; Part 34 of the Code of Federal Regulations Sections 300.300-300.349 and 300.400-300.56; Section 504 of the Rehabilitation Act; Part 104 of the Code of Federal Regulations; and the Family Educational Rights and Privacy Act. These regulations include, but are not limited to, provisions relating to:
 - a. FAPE
 - b. Least Restrictive Environment (LRE)
 - c. Personnel who meet appropriate standards
 - d. Individualized Education Programs (IEPs)
 - e. Parent participation
 - f. Procedural safeguards
 - g. Protection in evaluation procedures
 - h. Confidentiality of information
 - i. Nondiscrimination on the basis of handicap
2. The Contractor agrees to provide education and/or related services for identified student(s) including:
 - a. The appropriate staff and oversight to implement IEPs for each student as determined by the school IEP team;

- b. Services to the students according to the school district's current school calendar (attached), excluding emergency school closures or when student is absent.
3. The Contractor further agrees to provide the District the following:
 - a. Services as authorized in the student's IEP/504;
 - b. Other services as approved by the District such as consultations, RTI meetings, injuries, meetings with families and/or teachers and evaluations for students not on IEPs;
 - c. Assurance that all work will be performed in accordance with the highest professional standards;
 - d. A copy of the service provider's Staff Qualifications showing professional credentials for the district's files;
 - e. Verification all employees who come into contact with the student have been subject to a criminal background check as required by Idaho Code 33-130 and have been determined to not have a criminal history inconsistent with working with children.
 - f. Daily completion of the District's report as a means of written documentation for service days, times and results of services provided for each student, as per the IEP.
 - g. Submission of billing to Director of Federal Programs for services provide provided within 30 days of the date of the service provided. Additional hours will be compensated at the same rate, provided that the additional hours, over and above those stated, have received prior written approval of the Director of Federal Programs. All invoices should be numbered and dated showing the dates and hours of service provided for each student.
 - h. Certificate of Liability Insurance.
 - i. Proof of Worker's Compensation coverage.
 - j. Ongoing progress reports used to monitor each student's progress toward IEP goals and objectives.
 - k. Verification the contractor personnel responsible for providing special education and related services meet the highest entry-level state standards for the appropriate occupation category.
4. If the student is no longer receiving services from the Contractor for any reason, the Contractor shall inform the District, and the obligation of the District to pay for services will cease as of the last day of service provided.
5. The Contractor and the District agree to comply with all pertinent statues of the State of Idaho and such rules and regulations as the State Board of Education may legally prescribe, which are by reference incorporated in and made a part of this Contract as though set forth herein.
6. The District assures that health-related services or program placement will begin after having conducted an IEP team meeting to develop an IEP. The Contractor, at the District's discretion, may request or attend subsequent IEP team meetings to revise the student's IEP, but a District representative must participate in all such meetings.
7. The District will pay the Contractor based on submission of an invoice with documentation as described in 3.g. and pay the invoice within 30 days of its receipt.
8. The District will provide documentation necessary for the Contractor to carry out the portion of the IEP that falls under Contractor responsibility.

9. The District may terminate this Agreement immediately if the District determines that Contractor has willfully violated any statutory requirement or government regulation or the services related to this Agreement are modified or terminated for a student. Either party may terminate this Agreement without cause upon providing 60 days written notice to the other party.
10. Contractor shall be solely liable for any losses or damages resulting from performance of any of the services covered by this Agreement. Contractor shall indemnify and hold harmless the District from any liability, including, but not limited to, cost, expenses, and attorney fees, resulting from Contractor's performance of the services provided under this Agreement. Proof of liability insurance with Bonneville School District #93 listed as an "additional insured" shall be submitted to the District within ten (10) days of the date of this Agreement.
11. The Contractor and District agree that they will meet and review this contract annually.

The contractor, agrees that as an independent contractor it is not eligible for district benefits of any kind. The contractor, also agrees to maintain liability insurance in the minimum amount of \$1,000,000.00 and worker's compensation coverage for its employees.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names by their proper officials pursuant to approval of their respective boards on this 27th day of August, 2018.



 Superintendent/Designee Signature
 Bonneville Jr. School District #93



 Board of Trustees
 Bonneville Jr. School District #93



 Contractor Signature

Speech and Language Clinic
 Agency Name

1225 S Highline Dr

Idaho Falls, ID 83401
 Address