

BONNEVILLE SCHOOL DISTRICT #93

Contractual Agreement with Ione Stanger

THIS AGREEMENT entered into on **January 6, 2020** 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 **Ione Stanger**, hereby known as the **Contractor**, is for the school year **2019-20**.

The following service(s) requested: **Adaptive Art Instruction**

Dates of service: beginning **January 6, 2020 through June 31, 2020**

Hours of service: **at a maximum of 15 hours per month at the rate of 35.00\$ per hour.**

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 related services in accordance with the rules and regulations established by the Idaho State Board of Education as provided in Section 33-3003, Idaho Code, as amended for exceptional students living in this district.
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 **2019-20** school calendar (attached), excluding emergency school closures or when a 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 such as consultations and meetings;
 - 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 Special Services 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 Special Services. 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.
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 IDP, 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.
 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 30 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.

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. If the **contractor** does not have worker's compensation, the **contractor** will pay \$.55 for every \$ 100 billed. This will be deducted in the invoice.

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 6 day of JAN 2020.



Superintendent/Designee Signature
Bonneville Jr. School District #93

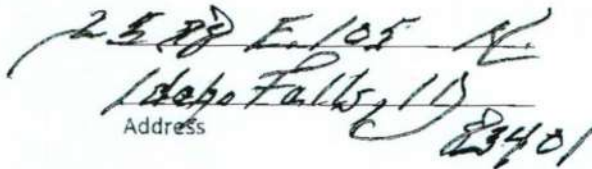


Board of Trustees
Bonneville Jr. School District #93



Contractor Signature

Agency Name



Address



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alpine Insurance Agency 1601 Antler Drive Idaho Falls, ID 83404	CONTACT NAME: Brittany Villalobos	FAX (A/C, No): 2085242292	
	PHONE (A/C, No, Ext): 2085222253	E-MAIL ADDRESS: brittany@aclinsure.com	
INSURED Ione Stanger 2588 E 105 N Idaho Falls, ID 83401	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Insurance		24082
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 00009296-0 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS60253779	08/28/2019	08/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION PURPOSES ONLY 1601 Antler Drive Idaho Falls, ID 83404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (BVG)
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