

## **BONNEVILLE SCHOOL DISTRICT #93**

### **Contractual Agreement with Triska McClellan**

THIS AGREEMENT entered into on **June 27, 2019** 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 **Triska McClellan**, hereby known as the Contractor, is for the school year **2019-20**.

The following service(s) requested: **School Psychology Online Services, Assessments, File Reviews, and Eligibility Reviews**

Dates of service: beginning **August 1, 2019** through **June 30, 2020**

Hours of service: **at the maximum of 40 hours per week at the rate of \$ 47.00 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 school psychology and 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.**

**Triska McClellan** agrees that as an independent contractor it is not eligible for district benefits of any kind. **Triska McClellan** also agrees to maintain liability insurance in the minimum amount of \$1,000,000.00 and worker's compensation coverage for its employees. If **Triska** does not have worker's compensation, **Triska** 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 27 day of June, 2019.

  
\_\_\_\_\_  
Superintendent/Designee Signature  
Bonneville Jr. School District #93

  
\_\_\_\_\_  
Board of Trustees  
Bonneville Jr. School District #93

  
\_\_\_\_\_  
Contractor Signature

Panorama Green  
\_\_\_\_\_  
Agency Name  
25514 River Ledge  
\_\_\_\_\_  
San Antonio, TX 78255  
\_\_\_\_\_  
Address