

COEUR D'ALENE SCHOOL DISTRICT 271
Contract for Independent Contractor Services for Special Education
and/or Related Services with
Collaborative Behavior Solutions

THIS INDEPENDENT CONTRACTOR AGREEMENT is entered into this **6th day of September 2022**, by and between the Coeur d'Alene School District 271, hereby known as the "District," having a principal place of business at 1400 N. Northwood Center Ct., Coeur d'Alene, Idaho, and **Collaborative Behavior Solutions, LLC**, an Idaho limited liability company, hereby known as the "Contractor." The District and Contractor are collectively referred to herein as the "Parties."

WHEREAS, Idaho Code 33-2002 makes it the responsibility of each public school district of the State of Idaho to provide special education and related services to children with disabilities enrolled within the District;

WHEREAS, pursuant to the Individuals with Disabilities Education Act (IDEA), local school districts are responsible for providing a Free Appropriate Public Education (FAPE) to children who are eligible for special education and related services; and

WHEREAS, the District desires to have services performed by the Contractor in its capacity as an independent contractor, upon the terms and conditions set forth herein; and

WHEREAS, Contractor has the resources and facilities necessary to complete this Agreement as an independent contractor and meets all specifications contained herein.

NOW THEREFORE, in consideration of the promises and the terms and conditions herein expressed, the Parties mutually agree as follows:

1. Contractor shall provide: **Behavioral Intervention (BI), therapy services, data recording, and behavior support by a Behavioral Intervention Specialist for the 2022-2023 school year for Nicholas House/Canfield Middle School** as more specifically set forth herein.
2. Dates of service: **September 6th, 2022 through June 9th, 2023. This contract does not include Extended School Year (ESY).**
 - a. Termination by District. The District reserves the right to terminate this Agreement at any time, and thereby only be liable for payment of services rendered up through the date of termination, upon a determination by the District that performance of the services contemplated hereunder is no longer necessary or appropriate.
 - b. Force Majeure. Either party may terminate this Agreement when performance of the obligation(s) is made impossible or unduly burdensome due to events outside of such party's control, including without limitation, acts of God, people, and/or government such as, but not limited to, fire, earthquake, flood, natural disaster, pandemic, infectious disease outbreak or other public health crisis, quarantine, war, terrorism,

strike, hostilities, or riots. In such event, the District will only be liable for payment of services rendered up through the date of termination by either party.


3. Rate of pay/Hours of service: Contractor shall work at the rate of **\$51.64 per hour for Behavior Intervention Specialist work. The District estimates that approximately 32.5 hours/week (Monday through Friday) will be necessary.** This estimation is subject to decrease in the event the District's operational calendar or school schedule is modified during the school year. Mileage will not be reimbursed. **Contractor's total fees for the dates of service shall not exceed \$61,000.**
4. The Contractor will submit an invoice to the District at the first of each month with documentation as described in Paragraph 7.f. below. The District will make payment within 60 days from the receipt of the invoice.
5. 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; the Individuals with Disabilities Education Act; Part 34 of the Code of Federal Regulations, Sections 300.300-300.349 and 300.400-300.576; Section 504 of the Rehabilitation Act; Part 104 of the Code of Federal Regulations; and the Family Educational Rights and Privacy Act (FERPA). 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 student education records
 - i. Confidentiality of medical information
 - j. Nondiscrimination on the basis of handicap
6. 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. Extended School Year (ESY) services as determined by the school IEP team; and
 - c. Services to the student according to the school district's 2022-2023 school calendar (attached), excluding emergency school closures.
7. The Contractor further agrees to provide the District the following:
 - a. The daily attendance of each student at times requested by the District but no less frequently than quarterly;

- b. Other ongoing progress reports that the Contractor uses to monitor each student's progress toward IEP goals and objectives;
 - c. Verification that the Contractor's personnel responsible for providing special education and related services meet the highest entry-level state standards for the appropriate occupation category;
 - d. Verification that the Contractor is an SDE Special Education approved school/facility;
 - e. Submission of monthly billings to the District for programs/services provided;
 - f. A copy of the Coeur d'Alene School District 271's Contracted Employee Weekly Time Sheet submitted as an attachment to the Contractor's monthly invoices;
 - g. Written progress reports to the case manager every 120 calendar days that includes the student's progress toward goal attainment and need for continuing services;
 - h. A copy of the Contractor's Staff Qualifications showing professional credentials for the District's files;
 - i. Services as authorized in the student's IEP;
 - j. Assurance that all work will be performed in accordance with the highest professional standards; and
 - k. Attendance at IEP, evaluation and other District meetings, and attendance at professional development training as requested by the District.
8. Contractor understands and agrees that if student N.H. is absent or unavailable for services, the Contractor will (at the request and direction of the District) provide services to another student(s) identified by the District.
 9. If the student(s) is/are 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.
 10. The Contractor and the District agree to comply with all pertinent statutes 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.
 11. 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.
 12. The Contractor will specify the number of hours of service per week/month agreed to for each student in accordance with the student's IEP.
 13. The District will provide documentation necessary for the Contractor to carry out the portion of the IEP that falls under Contractor responsibility.
 14. Contractor recognizes and agrees that it is an independent contractor and Contractor and its employees are not eligible for District benefits of any kind.

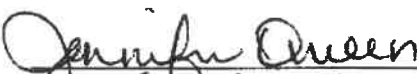
15. Contractor shall provide appropriately licensed and qualified individuals for purposes of providing the services pursuant to the Contract.
16. All individuals provided by Contractor pursuant to this Contract shall complete a criminal background check and any related vetting processes deemed necessary or appropriate by the District, all costs to be borne by Contractor. The District reserves the right to refuse any individual that it deems unqualified or inappropriate for the provision of services to students. The District also reserves the right to immediately terminate this Contract if, in the opinion of the District, the continued presence of Contractor and/or any of Contractor's personnel would pose a danger to any student or to the operations of the District.
17. Contractor agrees to adequately safeguard and protect the confidentiality of all records and information shared by the District with Contractor. Any "education records" (as that term is defined by FERPA) shared by the District with Contractor shall continue to be subject to FERPA and Contractor shall not share or disclose such information except in strict compliance with FERPA. Without limiting the foregoing, Contractor shall obtain parent/guardian signed written consent prior to sharing education records with third parties.
18. Contractor shall maintain errors and omissions liability insurance covering claims for personal injury and/or professional malpractice and naming the District as an additional insured, with limits of not less than \$1,000,000.
19. Contractor is responsible for maintaining adequate worker's compensation insurance for its employees.
20. Applicable Law/Venue. The Contract will be construed in accordance with the laws of the State of Idaho. Venue shall be in the district courts of Kootenai County, Idaho.

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.

FOR THE DISTRICT:


By: Frank Maier
Its Director of Special Education
Date: 9/2/22

**FOR THE CONTRACTOR, Collaborative
Behavior Solutions, LLC:**


By: Jennifer Queen
Its: Owner/Director
Date: 9/10/22