

PURCHASED SERVICES AGREEMENT
Speech Language Pathologist - Caldwell School District #132
2024-2025 (PS-12)

Article (1) AGREEMENT:

This agreement is made and entered this 20th day of January, 2025, between **Caldwell School District** {Purchasing Agent}, and Cortney Childers, Sunshine Smiles & Speechies (Contractor), a Certified Speech Language Pathologist, qualified to work in the State of Idaho for the 2024-2025 school year. WHEREAS, the Caldwell School District is in need of assessment and speech/language services to facilitate processes for students with or suspected to have disabilities as mandated under the Individual's with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act; needs may also include consultation with parents and staff regarding speech/language concerns and academic concerns. WHEREAS, the Contractor is specially trained and possesses the necessary education, skills and is credentialed in Speech/Language Therapy in Idaho.

Article (2) TERMS:

This agreement shall commence on the 20th day of January, 2025 and shall continue to the end of the 2024-2025 school year. Either party to this agreement may at any time terminate this agreement, upon forty-five (45) days' written notice to the other party of such termination. At the end of such forty-five (45) day notice period, this agreement shall forthwith terminate for all purposes, as if such date were the date set forth herein as the termination date of this agreement, provided that any obligations arising prior to the termination of this agreement shall be governed by the terms hereinafter set forth, until satisfied.

The Contractor has an obligation to work up to 36 days per school year, including student contact days and teacher contract days for a total of 288 hours, though not in excess of 36 days or 288 hours for the 2024-2025 school year.

Article (3) INDEPENDENT CONTRACTOR:

Caldwell School District engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with Caldwell School District for any purpose. It is the parties' intention that, so far as shall be in conformity with the law, the Contractor shall be an independent contractor and not an employee of the School District. In conformity therewith, the Contractor shall retain sole and absolute discretion in the manner and means of providing contracted services to the School District. This agreement shall not be construed as a

partnership, or joint venture and the School District shall not be liable for any obligation incurred by the Contractor. However, Contractor shall comply with all policies, rules and regulations of the School District in connection with the provision of the Contractor's services. All services rendered by the Contractor shall be rendered in a competent, efficient and satisfactory manner and in strict accordance with the currently approved methods and practices in the Contractor's professional specialty.

Article (4) DUTIES:

Duties may include, but are not limited to: review of academic records; assessment; assessment scoring; delivery of speech and/or language therapy; student observation; report writing; interviewing; parent, teacher, and/or service provider consultation; and attendance at team/PLC meetings as requested. Duties will also include monthly Medicaid billing requirements as set forth by the district. Contractor agrees to complete and submit billing to district specialist at minimum on a monthly basis. All evaluations or services provided within a given month will be reported to the district per district guidelines no later than the first Monday of the following month. Contractor may perform these duties in-person on-site, through a virtual therapy platform, or in a hybrid model. Contractor agrees to render his/her services under this agreement in a professional manner and in compliance with all state and federal laws including the ethical principles or his/her respective professional affiliations.

Article (5) SCHOOL DISTRICT SERVICES:

The parties agree that the Caldwell School District is to provide, at a minimum, to the best of its ability:

- A. Adequate space and testing equipment as determined by the administrator of the School District.
- B. A designated individual to escort students to and from virtual therapy services (when applicable).
- C. Any other items mutually agreed upon by the parties.

Article (6) COMPENSATION:

Contractor will be compensated by the Caldwell School District for speech/language services rendered according to the invoices submitted to the School District. Each invoice will need to be submitted by the first Friday of each month to the Special Services Office. Each invoice will include the following, from the Contractor:

- A. The name and address of the Contractor.
 - B. The total number of hours for which Contractor claims compensation is listed according to the date, total time expended on each date and brief description of services provided.
 - C. Contractor shall be compensated at the rate of **\$71.77** per hour based upon invoices submitted by the Contractor for the applicable billing period, until or unless amended by both parties. The Contractor shall be paid on the 2nd and/or 4th Thursday of each month with checks to Contractor being issued on such date, and delivered to Contractor within two (2) days thereafter. Such payment shall be for the invoice submitted on the 1st and/or 3rd Friday of each month. Contractor shall be
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allowed the option of billing at bi-weekly or monthly intervals insofar as invoices are submitted as described above.

Article (7) EQUIPMENT:

It shall be the Contractor's responsibility to provide the appropriate, reasonable equipment to be able to complete the services identified in this contract.

If the Contractor deems it prudent, reasonable and/or necessary to provide his/her own personal PPE (Personal Protection Equipment), the Contractor shall procure and use his/her own PPE. It is not the responsibility of the District to procure or provide PPE for the Contractor or for the Contractor's use. It is also the Contractor's responsibility to maintain and/or clean such PPE.

Article (8) RECORDS:

The Contractor acknowledges that during the engagement he/she will have access to and become acquainted with various student information and records. The Contractor agrees that he/she will not disclose any of the aforesaid, directly or indirectly. All reports, files and records relating to the business of Caldwell School District, whether prepared by the Contractor otherwise coming into his/her possession, shall remain the exclusive property of Caldwell School District. Forms, documents, or other inventions created by the Contractor prior to or while under contract with Caldwell School District outside of reports completed for business of Caldwell School District are the property of the Contractor.

Article (9) CONTRACTOR'S QUALIFICATIONS:

Contractor will submit a copy of his/her current State of Idaho certification and endorsement within thirty (30) days of this agreement.

Article (10) INSURANCE AND RECOGNITION OF RISKS:

Contractor shall carry his/her own liability insurance and submit within thirty (30) days of this agreement. The District agrees that the Contractor does not need to carry Workers Compensation Insurance on the grounds and for the reasons that the Contractor has represented and warranted that the Contractor is a sole proprietor, and does not have any employees. Further, the Contractor has elected not to carry Workers Compensation Insurance as is allowed by Idaho law. However, in the event the Contractor hires one or more employees, the Contractor agrees to promptly obtain Workers Compensation Insurance and agrees to provide the District a copy of the Workers Compensation policy within 10 days of hiring any employees.

Contractor acknowledges and recognizes that the Contractor will be working with adults and/or students who may have communicable diseases, including but not limited to chicken pox, mumps, measles, influenza, whooping cough, Covid-19 and other illnesses. The Contractor recognizes that the students and/or their parents have the right to

withhold their student from school if the student is sick. However, in some cases, the adult and/or student may not know they are ill and/or may not recognize the symptoms. The Contractor acknowledges and recognizes that working with adults and/or children who may or may not be sick, is one of the risks and hazards of working in the school environment. The Contractor also acknowledges and recognizes that it is the Contractor's responsibility to take appropriate steps to try and avoid being infected or becoming sick, such as obtaining appropriate vaccinations, providing his/her own PPE (Personal Protection Equipment) and/or taking other, appropriate and reasonable preventative measures.

Article (11) WAIVER OF CLAIMS FOR INFECTIOUS DISEASES, INCLUDING COVID-19 CLAIMS:

The District shall not be liable for any sickness, illness or damages caused by the exposure of the Contractor to any students, employee, volunteers or other independent contractor, who has, had or may have Covid-19 or other communicable disease. The District shall not be liable to the Contractor for any sickness, illness or damages caused by the alleged negligence of the District to properly clean, control, monitor and/or comply with any governmental recommendations, suggestions, orders, or Proclamations with respect to Covid-19 or other communicable disease.

The Contractor shall not be liable for any sickness, illness or damages caused by the exposure of the District or any of its students, employee, volunteers or other independent contractor, by the Contractor, who has, had or may have Covid-19 or other communicable disease. The Contractor shall not be liable to the District for any sickness, illness or damages caused by the alleged negligence of the Contractor to properly clean, control, monitor and/or comply with any governmental recommendations, suggestions, orders, or Proclamations with respect to Covid-19 or other communicable disease.

Article (12) ATTORNEY'S FEES:

In the event of the commencement of suit to enforce any of the terms and conditions of this agreement, the prevailing party in such litigation shall be entitled to recover such sum as a court of competent jurisdiction may fix as reasonable attorney's fees.

Article (13) NOTICE:

Any notice required to be provided to any party to this agreement shall be in writing and shall be considered effective as of the date of deposit with the United States Post Office, by certified or registered mail, postage prepaid, return receipt requested, and addressed to the party.

This Agreement is written for the specific assignment and time period listed. An independent contract is issued only if there is a lack of qualified employees in the District to fill that assignment.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed on the date and year first above written.

By: _____ Date: _____
Cortney Childers, Sunshine Smiles & Speechies, Speech Language
Pathologist

Caldwell School District No. 132, State of Idaho

By: _____ Date: _____
Julie Mead, Chief Officer of Special Services
