

# COEUR D'ALENE CHARTER ACADEMY

## Contract for Independent Contractor Services for Special Education and/or Related Services with Patricia A. Jacobs

THIS INDEPENDENT CONTRACTOR AGREEMENT is entered into this October 13, 2020 , by and between the Coeur d'Alene Charter Academy, having a principal place of business at 4904 N. Duncan Drive, Coeur d'Alene, Idaho, and Patricia A. Jacobs, an independent contractor, hereby known as the "Contractor." Coeur d' Alene charter Academy 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 Coeur d' Alene Charter Academy; and

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, Coeur d' Alene Charter Academy 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/BI), therapy services, data recording and behavior support provided by an Intervention Specialist for the 2020-2021 school year for Kellen West.

2.Dates of service:

October 13, 2020, through June 16, 2021. This contract does not include Extended School Year (ESY).

-This Agreement may be terminated by mutual agreement of the Parties, in which case, services shall terminate upon the effective date of termination and the District shall only be obligated to pay Contractor for services up through the effective date of termination, subject to normal processing times set forth herein.

3. Rate of pay/Hours of service: Contractor shall work at the rate of \$40.00 per hour. The District estimates that approximately 12 hours/week (Monday through Friday) will be necessary. Mileage will not be reimbursed.

4. The Contractor will submit an invoice to the District at the first of each month with documentation as described in Paragraph 6 below. The District will make payment within 30 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 further agrees to provide the District the following:

- a. Ongoing progress reports that the Contractor uses to monitor each student's progress toward IEP goals and objectives including progress reports, daily activities as well as attendance which will be completed per the record sheet given to contractor from Coeur d' Alene Charter Academy
- b. Weekly timesheet and also submission of monthly billings to the District for programs/services provided.
- c. Services as authorized in the student's IEP.
- d. Assurance that all work will be performed in accordance with the highest professional standards; and
- e. Attendance at IEP, evaluation and other Coeur d'Alene Charter Academy meetings, and attendance at professional development training as requested by the Coeur d'Alene Charter Academy or by parent.
- f. Contractor shall maintain appropriate and qualified status with the State of Idaho Department of Health and Welfare for purposes of providing the services pursuant to the Contract and Special Education within the State of Idaho.

7. If the student(s) is/are no longer receiving services from the Contractor for any reason, the Contractor shall inform the Coeur d' Alene Charter Academy, and the obligation of the District to pay for services will cease as of the last day of service provided.

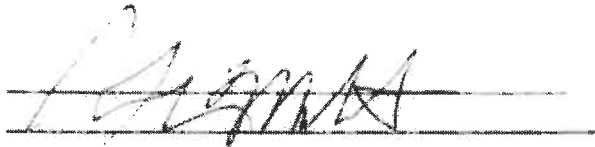
8. Coeur d' Alene charter Academy will provide documentation necessary for the Contractor to carry out the portion of the IEP that falls under Contractor responsibility.

9. Contractor recognizes and agrees that it is an independent contractor and is not eligible for district benefits of any kind.

. Contractor agrees to adequately safeguard and protect the confidentiality of all records and information shared by the Coeur d' Alene Charter Academy with Contractor. Any "education records" (as that term is defined by FERPA) shared by Coeur d' Alene Charter Academy 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.

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 COEUR D'ALENE CHARTER ACADEMY:



Mr. Glenn Mabile, Charter Academy

10/13/20

Date:

FOR THE PROVIDER:



Patricia Jacobs, Independent BI

10/13/2020

Date: