

Teton Counseling
Contractual Agreement with
Taylor's Crossing Public Charter School #461

THIS AGREEMENT entered into on June 9, 2022 between Taylor's Crossing Public Charter School #461, hereby known as TCPCS, having a principal place of business at 1445 N. Wood River Rd. - Idaho Falls, ID 83401, and Teton Counseling, hereby known as the Contractor, is for the school year 2022-2023.

The following service(s) requested: Social and Emotional Counseling

Dates of service: beginning August 1, 2022 through May 30, 2023

Rates for service- \$70.00 per hour 2-5 days per week, depending on need, not to exceed five hours per day. 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 Social and Emotional Counseling 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 2022-23 school calendar, excluding emergency school closures or when 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!
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- 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 Taylor's Crossing Public Charter School #461 Office Management personnel for services provided within 30 days of the date of the service provided. Additional hours will be compensated at the same \$70.00 per. hour rate, provided that the additional hours, over and above those stated, have received prior written approval of the District Superintendent. All invoices should be numbered and dated showing the dates and hours of service provided.
 - h. Certificate of Liability Insurance.
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 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.
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 may request or attend subsequent IEP team meetings to revise the student's IEP, but a District representative (LE Special Education Teacher/Director) 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.
- IO. 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 shall be submitted to the District within ten (10) days of the date of this Agreement.

The contractor agrees that as an independent contractor they are 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.

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 day 9th of June, 2022.



Superintendent/Designee Signature



Contractor Signature, Travis Bybee
Teton Counseling
615 Hoopes Ave
Idaho Falls, ID 83401

Date: 6-9-2022

On Tue, Sep 20, 2022 at 8:43 AM Seth Boyle <sboyle@tceagles.com> wrote:

Travis,