KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT BOARD OF EDUCATION AGENDA STATEMENT

No. <u>9 d.</u>

MEETING OF April 28, 2021

ITEM TITLE:

<u>CONSENT CALENDAR</u> Motion to approve a contract with Sheri Adams for Speech Language Pathology Services **REVIEWED BY:**

[X] Superintendent

[X] Personnel

- [X] Finance
- [X] Special Services

SUBMITTED BY: Terri Crofcheck, Director of Special Services

 CONTACT PERSON/TELEPHONE:
 APPROVED FOR SUBMITTAL:

 Terri Crofcheck
 247-2114

 Name
 Phone

 Superintendent

SUMMARY STATEMENT: The Board is being asking to approve a contract for Speech & Language Pathology services with Sheri Adams.

ISSUE: Board Policy governs the district's purchasing and contracting procedures. Board Policy requires Board approval for contracts and financial expenditures over \$25,000.

BACKGROUND: In order to serve all of the students with Speech and Language specialty needs, it is necessary to contract these services. KGBSD had one full-time speech language pathologist resign in the spring of 2018 and another in July 2019. KGBSD is advertising for, but has not yet filled 2 full time speech language pathologist positions. Additional speech & language services are needed in order to meet the needs of KGBSD students.

RECOMMENDATION:

Approval of a contract with Sheri Adams, Speech Pathologist

ATTACHMENTS:

• Speech Language Services Contract, Sheri Adams

FISCAL NOTE:

EXPENDITURE REQUIRED: \$ 60,680.00

AMOUNT BUDGETED: \$ 60,680.00

RECOMMENDED ACTION (Only if not approved as part of the Consent Calendar):

"I move that the Board of Education approve the contract a contract with Sheri Adams for speech language pathology services in the amount not to exceed \$60,980."

Ketchikan Gateway Borough School District Director of Special Services 333 Schoenbar RD. Ketchikan, AK 99901 phone 907-247-2114; fax 907-225-2269

Contract for Speech Language Pathology Services

It is mutually understood and agreed upon as follows:

- 1. Contractual Agreement:
 - a) **Ketchikan Gateway Borough School District (KGBSD)**, in Ketchikan, Alaska agrees to contract with Sheri Adams for SLP services throughout the school calendar year of 2021/2022.
 - b) Sheri Adams represents that she is currently licensed and approved to practice Speech-Language Pathology in Alaska, and agrees to secure and maintain any and all additional licensing necessary to provide the Speech-Language Pathology services.

2. Compensation and Reimbursement Expenses:

- Sheri Adams shall be paid for Speech-Language Pathology services at the following rate: \$700.00.00 (U.S.) dollars per contact day. 45 days on site Sept.-May at \$700.00, will be provided throughout the school district calendar year August 2021 through June 2022.
- a) Three off site days will be billed for every 5 days on site for a total of **21** off site days at \$700.00/day Sept.-May during the school year.
- b) Travel expenses will either be paid for or reimbursed by the school district. Travel to and from Idaho, will be covered by the Ketchikan Gateway Borough School District, along with lodging and transportation while onsite in Ketchikan. Should a trip to Ketchikan coincide with the contractor's work in another district in Alaska KGBSD will pay for or reimburse for airfare to or from that district. If KGBSD is reimbursing travel expenses the contractor will book flights far enough in advance to keep airfare as low as possible.

c) COST FOR CORRECTIVE ACTIONS

In the event that an action is taken by the CONTRACTOR that requires corrective action (i.e. where a work product is incorrect, incomplete or is not consistent with industry standards), and it is not the result of action or work product of KGBSD staff, additional time or technical assistance required to make the correction will be provided by the contractor at no charge to the district.

d) TRAVEL EXPENSES

Reimbursement for travel costs will be authorized provided travel is planned with maximum cost effectiveness to the district. Airfare will be reimbursed for the lowest available fare for non-circuitous, coach class, refundable fare. Costs for upgrades to premium or first class will not be reimbursed. Fees associated with changes to existing travel itineraries made for personal reasons will be at the expense of the CONTRACTOR and will not be reimbursed.

e) **REIMBURSMENT: COST ALLOWABILITY & PRIOR APPROVAL**

All miscellaneous expenditures submitted for reimbursement, including travel, must follow cost allowability principles of federal, state, and local laws and codes, including KGBSD Board policy. In order to ensure allowability, CONTRACTOR should seek prior approval from the Superintendent or designee for all miscellaneous expenditures that will be submitted to KGBSD for reimbursement, including travel.

3. Independent Contractor Status and Obligations:

- a) For purposes of this Agreement and the performance of all duties, responsibilities, and obligations described herein, Speech-Language Pathologist shall, at all times, be acting and performing as an independent contractor and shall not be considered an employee of Ketchikan Gateway Borough_School District for any purpose. Speech-Language Pathologist shall exercise her professional judgment free of any direction or control by Ketchikan Gateway Borough School District However; state mandated regulations will be upheld per district requirements.
- b) Each party hereby agrees that adequate and proper insurance coverage shall be in existence and coordinated, as necessary, at all times during the term of the Agreement, so that all potential liability with regard to malpractice or general liability are covered. Contractor shall maintain or cause to be maintained at all times during the term of this Agreement, malpractice coverage of not less that on million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the aggregate. Copies of the certificates of insurance shall be provided by each party to the other party to this Agreement upon request. In addition, Contractor providing services under this Agreement will maintain the appropriate levels of coverage as noted above.
- 4. <u>Confidentiality</u>. All records and information relating to the business of Ketchikan Gateway Borough School District, including but not limited to speech-language pathology services delivered to children, which the Speech-Language Pathologist may receive or learn during the course of performing services for Ketchikan Gateway Borough School District, are confidential and proprietary information. Speech-Language Pathologist shall not communicate or

disclose, directly or indirectly, orally or in writing, any record or information learned in the performance of this Agreement for any purpose other than for a purpose directly related to the performance of services on behalf of **Ketchikan Gateway Borough School District** or pursuant to the express written direction of **Ketchikan Gateway Borough School District**.

5. Cancellation Policy:

This contract between Sheri Adams and **Ketchikan Gateway Borough School District** after signed and agreed upon may be cancelled with 30 days notice. The above contractual terms are agreed upon and understood by both parties involved: Sheri Adams and **Ketchikan Gateway Borough** <u>School District</u>.

Approximate Costs for contracted SLP services:

45 days of direct service	\$31,500.00
21 off site days	\$14,700.00
Lodging	\$5,280.00
Car rental	\$2,500.00
Airfare	\$7,000.00

Approximate Total cost

\$60,980.00

Signature: Sheri Adams

Date

Signature: Superintendent Ketchikan Gateway Borough School District Date