

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT  
AGENDA STATEMENT

No. 8f.

MEETING OF July 17, 2024

Item Title:

CONSENT CALENDAR:

Motion to approve the offering of special services contracts to Breaking Barriers, LLC; SERRC; Brian D. Adams, Naomi Haller and Lianna H. Bodine.

REVIEWED BY:

Superintendent  
 Finance  
 Special Education

SUBMITTED BY: Sally Stockhausen (907) 247 2137

APPROVED FOR SUBMITTAL: \_\_\_\_\_  
Superintendent

**CONSENT CALENDAR** *(Matters listed under the "Consent Calendar" are routine and will be enacted by one motion and one vote. The appropriate motion is to: "I move to approve the Consent Calendar." There will be no separate discussion of the items under the Consent Calendar. If a Board member requests discussion, that item will be removed from the Consent Calendar and will be considered under "Unfinished Business."?)*

**SUMMARY STATEMENT:** The School Board is being asked to approve the offering of contracts for services contracts to Breaking Barriers, LLC; Brian D. Adams, and Jill Armstrong for contracted special services.

**ISSUE:** Board Policy 3312.00 states that contracts over \$25,000 must be approved by the School Board on behalf of the district.

**BACKGROUND:** The contracts presented represent the services required to cover speech and language therapy services, occupational therapy services, behavioral/social emotional services and school psychology services throughout the District.

**ATTACHMENTS:** Contracts for SLP, OT, Behavioral/Social Emotional and School Psychology services

**RECOMMENDATION:** Approval of offering contracts for special services to Breaking Barriers, LLC for Speech/Language Pathology and related services; Breaking Barriers for Occupational Therapy and related services, Jill Armstrong for Behavioral/Social Emotional and related services and to Brian D. Adams for School Psychology services

**FISCAL NOTE\***

N/A EXPENDITURE

REQUIRED: \$701,940 (not to exceed this amount)

BUDGET: \$705,000

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

"I move that the Board of Education **approve the offering of special services contracts to Breaking Barriers, LLC; Brian D. Adams, and Jill Armstrong.**"

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered between Ketchikan Gateway Borough School District with principal offices at 333 Schoenbar Road, Ketchikan, AK 99901 (“District”) and **Breaking Barriers LLC** (“Contractor”), collectively the “Parties.”

WHEREAS the District is a public school district charged with providing a free appropriate public education to students consistent with state and federal law and engages contractors as necessary to meet its obligations when it is efficient and cost-effective to do so;

WHEREAS Contractor is a **Limited Liability Corporation** authorized to do business and provide **Occupational Therapy** services within the State of Alaska;

NOW THEREFORE, the Parties mutually agree as follows:

1. **Term.** This Agreement commences upon entry by both Parties and shall continue in force and effect until the final day of this fiscal year, June 30, unless terminated earlier as set forth below. This Agreement may only be extended thereafter by mutual written agreement of the parties. The District may terminate this Agreement immediately upon a material breach of any provision of this Agreement. This agreement may be terminated for any reason by either party with sixty (60) days advance written notice. In the case of termination, the related service provider shall receive fair value for services performed to date of termination.
2. **Services.** Subject to the terms and conditions of this Agreement, the District engages Contractor to provide **Occupational Therapy** services **per attached Appendix A of this Agreement** to meet the District’s anticipated needs in assessments, reports, and teacher support and Contractor hereby accepts such engagement.
3. **Compensation.** Contractor shall invoice the District promptly following the provision of services. The District and Contractor agree that compensation for Contractor’s services shall be **as defined in attached Appendix A of this Agreement**. Contractor shall not bill any student or parent for services provided to the District under this Agreement.
4. **Anticipated service volume.** **Anticipated service volume is defined in Appendix A of this Agreement.**
5. **Scheduling.** Scheduling and all trips must be planned in conjunction with and authorized by the District Special Education Director or designee.
6. **Expenses.** **Agreed upon expenses associated with service delivery are as defined in Appendix A of this Agreement.**

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered between Ketchikan Gateway Borough School District with principal offices at 333 Schoenbar Road, Ketchikan, AK 99901 (“District”) and Jill Armstrong Access Behavioral Services, LLC (“Contractor”), collectively the “Parties.”

WHEREAS the District is a public school district charged with providing a free appropriate public education to students consistent with state and federal law and engages contractors as necessary to meet its obligations when it is efficient and cost-effective to do so;

WHEREAS Contractor is a Board Certified Behavior Analyst BCBA authorized to do business and provide behavioral/social-emotional services within the State of Alaska;

### **NOW THEREFORE, the Parties mutually agree as follows:**

1. Term. This Agreement commences upon entry by both Parties on **July 1, 2024** and shall continue in force and effect until the final day of this fiscal year, June 30, 2025, unless terminated earlier as set forth below. This Agreement may only be extended thereafter by mutual written agreement of the parties. The District may terminate this Agreement immediately upon a material breach of any provision of this Agreement. The District may terminate this Agreement for any reason.
2. Services. Subject to the terms and conditions of this Agreement, the District engages Contractor to provide behavioral/social-emotional services to meet the District’s anticipated needs in assessments, reports, and teacher support and Contractor hereby accepts such engagement.
3. Compensation. Contractor shall invoice the District promptly following the provision of services. The District and Contractor agree that compensation for Contractor’s services shall be at the rate of \$150 per hour for student-specific needs (behavior plans, functional analysis, student-specific team trainings) and \$200 per hour for all-staff trainings, school or grade-wide behavior systems, and broader team coachings, at an amount not to exceed 75,600. Contractor shall not bill any student or parent for services provided to the District under this Agreement.
4. Anticipated service volume. It is anticipated that Contractor will be asked to provide up to 504 hours of service which shall consist of contact with students and district personnel as well as additional office days for completion of reports. This work may also include providing services during Extended School Year (ESY) and building behavioral systems and tools during the summer, as outlined by the Director of Special Services
5. Scheduling. Scheduling and all trips must be planned in conjunction with and authorized by the District Special Education Director or designee.

6. Expenses. Contractor not is responsible for any costs of travel, lodging, or other expenses incurred in providing the contracted services.
7. Qualifications. Contractor represents that Contractor is appropriately certificated, licensed or otherwise credentialed to provide in Alaska the services called for by this Agreement. Contractor commits to maintaining those qualifications throughout the term of this Agreement. Contractor will upon request provides copies of current Alaska credentials and licensing to the District.
8. Mandatory reporting. Contractor acknowledges and affirms their mandatory reporting responsibilities under AS 47.17.020.
9. Background check. Contractor will upon request cooperate with the District in submitting to a criminal background check.
10. Legal Compliance. Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances that may apply to the performance of Contractor's services under this Agreement. Contractor represents and warrants that it is currently in compliance and further represents that compliance will be maintained throughout the duration of the Agreement. Contractor further represents and warrants that Contractor has applied for/obtained all necessary business permits and licenses that may be required to carry out the services, including an Alaska business license and any permits that may be required by any locality in which the Contractor performs services and that Contractor will maintain such required permits for the duration of the time of providing services.
11. Insurance. Contractor shall secure and maintain throughout the term of this Agreement liability insurance with minimum limits of liability of \$\_1,000,000\_\_\_\_\_ per occurrence and \$\_3,000,000\_\_\_\_\_ aggregate from an insurer acceptable to the District. Proof of such insurance must be provided to the District upon request.
12. Independent Contractor Relationship. This Agreement shall not render Contractor or any of Contractor's agents an employee of the District. Contractor is and will remain an independent contractor in its relationship to the District and will not become District's employee by virtue of provision of the contracted services. The District shall not and shall have no obligation to withhold taxes of any kind, including income, Social Security and Medicare taxes, from payment for these services or obtain any worker's compensation insurance or other insurance of any kind on behalf of Contractor in relation to provision of these services. The District shall not provide, and neither Contractor nor any of Contractor's agents or employees are eligible to participate in, any employee health insurance, vacation pay, sick pay, TERS, PERS, or other fringe benefit plan of the District as a result of provision of services under this contract. If any government agency or court determines that Contractor should be reclassified as an employee, Contractor hereby waives any claim to District benefits and acknowledges and understands that such reclassification would not entitle Contractor to any benefits offered to District employees.

The District and Contractor agree that Contractor has the right to control and direct the means, manner and method by which the services required by this Agreement, are provided, however, that any services provided pursuant to a student's Individual Education Plan must be performed consistent with that IEP and Contractor must comply with the requirements of state and federal law and District policy governing child find, assessment, evaluation, eligibility, development and implementation of IEPs and 504 Plans and the confidentiality of student records.

Contractor shall have no right, power, or authority to bind the District to the fulfillment of any condition, contract or obligation or to create any liability binding on the District.

13. Recordkeeping. All cumulative file, IEP, and health records of District students to whom special education or related services are provided under the Agreement are District property. Upon termination of this Agreement, Contractor will deliver such records to District. The District is required by state and federal law to make available to parents any records that the District collects, maintains, or uses with respect to the identification, evaluation and education placement of a student and the provision of a free appropriate public education of their child. Contractor shall make available to the District upon reasonable request any and all records maintained by the Contractor with respect to the identification, evaluation and education placement of a student and the provision of a free appropriate public education of a student of the District to whom Contractor provides services pursuant to this Agreement. The District is also required by state and federal law to safeguard the privacy of personally identifiable information in student records. Contractor agrees and understands that confidential information including personally identifiable information regarding students will be disclosed to Contractor in the course of performance of services under this Agreement. Contractor may only use personally identifiable information from education records only for the purpose for which the disclosure to Contractor was made. Contractor will safeguard the confidentiality of such information, and redisclose such information only with the authorization of the District.

14. Liability and Indemnification. Contractor shall protect, defend, indemnify and hold the District harmless from any claims, demands, suits, damages, expenses, liabilities or causes of action arising or resulting directly from or in connection with (1) Contractor's breach of this Agreement; (2) Contractor's acts or omissions outside the scope of this Agreement; and (3) Contractor's and/or Contractor's agent's negligent acts or omissions in performing the Services. Contractor also agrees to indemnify, protect and hold the District harmless from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to, all payroll taxes, self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal or state law with respect to Contractor. The District shall protect, defend, indemnify and hold Contractor harmless from any claims, demands, suits, damages, losses, expenses, liabilities or causes of action arising from or resulting directly from or in connection with the District's negligent acts and omissions in performing its obligations under this Agreement.

15. Successors and Assigns; No Third-Party Beneficiary Rights. All of the provisions of this Agreement shall be binding upon and inure only to the benefit of the Parties. No provision of this Agreement shall in any way inure to the benefit of any third-party so as to constitute any person as a third-party beneficiary of this Agreement or otherwise give rise to any cause of action to anyone not a party to the Agreement.

16. Choice of Law and Venue. The construction, interpretation and performance of this Agreement are governed by the law of the State of Alaska. The venue for hearing any dispute involving claims arising from this Agreement shall be in superior court for the State of Alaska, First Judicial District at Ketchikan.

17. Assignment. Contractor shall not assign their rights under this Agreement or delegate performance of any duties hereunder without prior written consent of the District.

18. Freedom to Contract. This Agreement does not preclude Contractor from providing services to any other organization or entity, provided that such work does not interfere with or diminish Contractor's ability to provide the services called for by this Agreement.

19. Complete Agreement. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification of change, or terms of provisions of the agreement shall bind the Parties unless in writing and signed by Contractor and an authorized representative of the District. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein this agreement.

Ketchikan Gateway Borough School District

\_\_\_\_\_  
By: KGBSD Special Services Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: KGBSD Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Contractor

\_\_\_\_\_  
Date

7. Qualifications. Contractor represents that Contractor is appropriately certified, licensed or otherwise credentialed to provide in Alaska the services called for by this Agreement. Contractor commits to maintaining those qualifications throughout the term of this Agreement. Contractor will upon request provides copies of current Alaska credentials and licensing to the District.
8. Mandatory reporting. Contractor acknowledges and affirms their mandatory reporting responsibilities under AS 47.17.020.
9. Background check. Contractor will upon request cooperate with the District in submitting to a criminal background check.
10. Legal Compliance. Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances that may apply to the performance of Contractor's services under this Agreement. Contractor represents and warrants that it is currently in compliance and further represents that compliance will be maintained throughout the duration of the Agreement. Contractor further represents and warrants that Contractor has applied for/obtained all necessary business permits and licenses that may be required to carry out the services, including an Alaska business license and any permits that may be required by any locality in which the Contractor performs services and that Contractor will maintain such required permits for the duration of the time of providing services.
11. Insurance. Contractor shall secure and maintain throughout the term of this Agreement liability insurance with minimum limits of liability of **\$1,000,000** per occurrence and **\$3,000,000** aggregate from an insurer acceptable to the District. Proof of such insurance must be provided to the District upon request.
12. Independent Contractor Relationship. This Agreement shall not render Contractor or any of Contractor's agents an employee of the District. Contractor is and will remain an independent contractor in its relationship to the District and will not become District's employee by virtue of provision of the contracted services. The District shall not and shall have no obligation to withhold taxes of any kind, including income, Social Security and Medicare taxes, from payment for these services or obtain any worker's compensation insurance or other insurance of any kind on behalf of Contractor in relation to provision of these services. The District shall not provide, and neither Contractor nor any of Contractor's agents or employees are eligible to participate in, any employee health insurance, vacation pay, sick pay, TERS, PERS, or other fringe benefit plan of the District as a result of provision of services under this contract. If any government agency or court determines that Contractor should be reclassified as an employee, Contractor hereby waives any claim to District benefits and acknowledges and understands that such reclassification would not entitle Contractor to any benefits offered to District employees.

The District and Contractor agree that Contractor has the right to control and direct the means, manner and method by which the services required by this Agreement, are provided, however, that any services provided pursuant to a student's Individual Education Plan must be performed consistent with that IEP and Contractor must comply with the requirements of state and federal law and District policy governing child find, assessment, evaluation, eligibility, development and implementation of IEPs and 504 Plans and the confidentiality of student records.

Contractor shall have no right, power, or authority to bind the District to the fulfillment of any condition, contract or obligation or to create any liability binding on the District.

13. Recordkeeping. All cumulative file, IEP, and health records of District students to whom special education or related services are provided under the Agreement are District property. Upon termination of this Agreement, Contractor will deliver such records to District. The District is required by state and federal law to make available to parents any records that the District collects, maintains, or uses with respect to the identification, evaluation and education placement of a student and the provision of a free appropriate public education of their child. Contractor shall make available to the District upon reasonable request any and all records maintained by the Contractor with respect to the identification, evaluation and education placement of a student and the provision of a free appropriate public education of a student of the District to whom Contractor provides services pursuant to this Agreement. The District is also required by state and federal law to safeguard the privacy of personally identifiable information in student records. Contractor agrees and understands that confidential information including personally identifiable information regarding students will be disclosed to Contractor in the course of performance of services under this Agreement. Contractor may only use personally identifiable information from education records only for the purpose for which the disclosure to Contractor was made. Contractor will safeguard the confidentiality of such information, and redisclose such information only with the authorization of the District.

14. Liability and Indemnification. Contractor shall protect, defend, indemnify and hold the District harmless from any claims, demands, suits, damages, expenses, liabilities or causes of action arising or resulting directly from or in connection with (1) Contractor's breach of this Agreement; (2) Contractor's acts or omissions outside the scope of this Agreement; and (3) Contractor's and/or Contractor's agent's negligent acts or omissions in performing the Services. Contractor also agrees to indemnify, protect and hold the District harmless from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to, all payroll taxes, self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal or state law with respect to Contractor. The District shall protect, defend, indemnify and hold Contractor harmless from any claims, demands, suits, damages, losses, expenses, liabilities or causes of action arising from or resulting directly



from or in connection with the District's negligent acts and omissions in performing its obligations under this Agreement.

15. Successors and Assigns; No Third-Party Beneficiary Rights. All of the provisions of this Agreement shall be binding upon and inure only to the benefit of the Parties. No provision of this Agreement shall in any way inure to the benefit of any third-party so as to constitute any person as a third-party beneficiary of this Agreement or otherwise give rise to any cause of action to anyone not a party to the Agreement.

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18. Freedom to Contract. This Agreement does not preclude Contractor from providing services to any other organization or entity, provided that such work does not interfere with or diminish Contractor's ability to provide the services called for by this Agreement.

19. Complete Agreement. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification of change, or terms of provisions of the agreement shall bind the Parties unless in writing and signed by Contractor and an authorized representative of the District. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein this agreement.

Ketchikan Gateway Borough School District

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

## **APPENDIX A – PROFESSIONAL SERVICES AGREEMENT**

### **Contractor Services to be provided for FY2024-2025:**

The contractor agrees to provide the following services:

- **One on-demand OT** position of approx. 60 or less on caseload
- Aug 19- Dec 2 – 5 days per week; Dec 3-May 23- 2 days per week
- Weekly teletherapy services in accordance with IEP service delivery times
- One on-site visit of 5 days at the beginning of the school year for OT position
- Diagnostic assessments
- Comprehensive assessments and reports
- Recommended treatment goals/objectives to district
- Collaboration and team support of teachers/paraprofessional staff for proper student support, guidance, and assistance of transference of skills
- Monitoring of student progress
- Participation in IEP/ESER team meetings
- Medicaid billing

### **Contractor payment for FY 2024-2025 includes the following:**

1. On-Demand OT position: One on-site visit at the beginning of the school calendar year, 5 days at \$700 per day daily rate. Time on site is dedicated to rapport building and collaboration with students and staff. Per diem of \$60.00 per day will be paid to contractor. Booking of round-trip airfare from current destination to KGBSD, lodging, and rental car if needed will be the responsibility of the contractor. The contractor will submit all receipts to KGBSD for reimbursement on their invoice.
2. OT schedule will be full time Aug 19- Dec 2 – 5 days per week; then part time Dec 3- May 23- 2 days per week.
3. \$760 for telepractice days; \$95 per hour rate for additional paperwork, billing services, and other roles/responsibilities as required.
4. If more time is needed for additional students, it will be discussed with the sped director for additional or modified times.
5. Distance delivery telepractice services will be provided in compliance with IEP service minutes.
6. Medicaid billing and notes will be entered weekly or as directed by KGBSD.
7. Student referrals will follow district and state guidelines. Evaluations will not be performed by the speech-language therapist unless a signed consent/permission to test (a copy is permissible) is made available to said speech language pathologist. If a concern arises regarding students need for an evaluation, the speech language pathologist will consult/discuss the needs with the Director of Special Education.
8. The contractor will submit an invoice on a biweekly basis.
9. Service provider is expected to work school calendar days as outlined in KGBSD school calendar and will receive fair compensation for contracted days. Services will be billed if there is no advance notice within 24 hours of school closures or staff leave out sick. That time is reserved for your district and the related service providers will be reimbursed at agreed upon rate up to the total number of days in this contract. Contractors will not bill for days that they miss due to unforeseen circumstances such as family emergencies and illnesses.

Total Estimation of Costs:

<b>OT on-demand Position:</b>	
<b>Aug 19-Dec 2:</b>	
5 days on-site @ 700 on-site daily rate	\$3,500
5 days per diem @ 60 per day	\$300
Est. Airfare round trip	\$1,500
Est. Hotel fees and rental car	\$1,200
Max of 70 student teletx days@\$760 daily teletx rate	\$53,200
<b>Dec 3-May 23:</b>	
Max of 44 student teletx days@\$760 daily teletx rate	\$33,440
<b>Est. Total Cost:</b>	<b>\$93,140</b>

This contract shall not exceed the maximum amount above unless agreed upon by both parties in writing.

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered between Ketchikan Gateway Borough School District with principal offices at 333 Schoenbar Road, Ketchikan, AK 99901 (“District”) and **Brian D. Adams** (“Contractor”), collectively the “Parties.”

WHEREAS the District is a public school district charged with providing a free appropriate public education to students consistent with state and federal law and engages contractors as necessary to meet its obligations when it is efficient and cost-effective to do so;

WHEREAS Contractor is a **School Psychologist** authorized to do business and provide **School Psychology Services** within the State of Alaska;

NOW THEREFORE, the Parties mutually agree as follows:

1. Term. This Agreement commences upon entry by both Parties and shall continue in force and effect until the final day of this fiscal year, June 30, unless terminated earlier as set forth below. This Agreement may only be extended thereafter by mutual written agreement of the parties. The District may terminate this Agreement immediately upon a material breach of any provision of this Agreement. The District may terminate this Agreement for any reason by providing thirty (30) days advance written notice to Contractor.
2. Services. Subject to the terms and conditions of this Agreement, the District engages Contractor to provide **School Psychology** services to meet the District’s anticipated needs in assessments, reports, and teacher support and Contractor hereby accepts such engagement.
3. Compensation. Contractor shall invoice the District promptly following the provision of services. The District and Contractor agree that compensation for Contractor’s services shall be at the rate of **\$725.00 per day** in an amount not to exceed **\$101,500 total**. Contractor shall not bill any student or parent for services provided to the District under this Agreement.
4. Anticipated Service Volume. It is anticipated that Contractor will be asked to provide a **minimum of 100 days up to 140** days of service which shall consist of a virtual/hybrid model of services which may include both virtual and on-site days of travel to school sites and contact with students and district personnel in KGBSD. The total for onsite visits will not exceed six, one week trips, unless approved by the SPED Director and agreed upon the Contractor. **Additional days beyond the minimum will be at the discretion of the Special Services Director based upon the needs of the District.**
5. Scheduling. Scheduling and all trips must be planned in conjunction with and authorized by the District Special Education Director or designee.
6. Expenses. Contractor is not responsible for any costs of travel, lodging, or other expenses incurred in providing the contracted services.
7. Qualifications. Contractor represents that Contractor is appropriately certificated, licensed or otherwise credentialed to provide in Alaska the services called for by this Agreement. Contractor commits to maintaining those qualifications throughout the term of this Agreement. Contractor will upon request provides copies of current Alaska credentials and licensing to the District.

8. Mandatory reporting. Contractor acknowledges and affirms their mandatory reporting responsibilities under AS 47.17.020.

9. Background check. Contractor will upon request cooperate with the District in submitting to a criminal background check.

10. Legal Compliance. Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances that may apply to the performance of Contractor's services under this Agreement. Contractor represents and warrants that it is currently in compliance and further represents that compliance will be maintained throughout the duration of the Agreement. Contractor further represents and warrants that Contractor has applied for/obtained all necessary business permits and licenses that may be required to carry out the services, including an Alaska business license and any permits that may be required by any locality in which the Contractor performs services and that Contractor will maintain such required permits for the duration of the time of providing services.

11. Insurance. Contractor shall secure and maintain throughout the term of this Agreement liability insurance with minimum limits of liability of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate from an insurer acceptable to the District. Proof of such insurance must be provided to the District upon request.

12. Independent Contractor Relationship. This Agreement shall not render Contractor or any of Contractor's agents an employee of the District. Contractor is and will remain an independent contractor in its relationship to the District and will not become District's employee by virtue of provision of the contracted services. The District shall not and shall have no obligation to withhold taxes of any kind, including income, Social Security and Medicare taxes, from payment for these services or obtain any worker's compensation insurance or other insurance of any kind on behalf of Contractor in relation to provision of these services. The District shall not provide, and neither Contractor nor any of Contractor's agents or employees are eligible to participate in, any employee health insurance, vacation pay, sick pay, TERS, PERS, or other fringe benefit plan of the District as a result of provision of services under this contract. If any government agency or court determines that Contractor should be reclassified as an employee, Contractor hereby waives any claim to District benefits and acknowledges and understands that such reclassification would not entitle Contractor to any benefits offered to District employees.

The District and Contractor agree that Contractor has the right to control and direct the means, manner and method by which the services required by this Agreement, are provided, however, that any services provided pursuant to a student's Individual Education Plan must be performed consistent with that IEP and Contractor must comply with the requirements of state and federal law and District policy governing child find, assessment, evaluation, eligibility, development and implementation of IEPs and 504 Plans and the confidentiality of student records.

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13. Recordkeeping. All cumulative file, IEP, and health records of District students to whom special education or related services are provided under the Agreement are District property. Upon termination of this Agreement, Contractor will deliver such records to District. The District is required by state and federal law to make available to parents any records that the District collects, maintains, or uses with respect to the identification, evaluation and education placement of a student and the provision of a free appropriate public education of their child. Contractor shall make available to the District upon reasonable request any and all records maintained by the Contractor with respect to the identification, evaluation and education placement of a student and the provision of a free appropriate public education of a student of the District to whom Contractor provides services pursuant to this Agreement. The District is also required by state and federal law to safeguard the privacy of personally identifiable information in student records. Contractor agrees and understands that confidential information including personally identifiable information regarding students will be disclosed to Contractor in the course of performance of services under this Agreement. Contractor may only use personally identifiable information from education records only for the purpose for which the disclosure to Contractor was made. Contractor will safeguard the confidentiality of such information, and redisclose such information only with the authorization of the District.

14. Liability and Indemnification. Contractor shall protect, defend, indemnify and hold the District harmless from any claims, demands, suits, damages, expenses, liabilities or causes of action arising or resulting directly from or in connection with (1) Contractor's breach of this Agreement; (2) Contractor's acts or omissions outside the scope of this Agreement; and (3) Contractor's and/or Contractor's agent's negligent acts or omissions in performing the Services. Contractor also agrees to indemnify, protect and hold the District harmless from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to, all payroll taxes, self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal or state law with respect to Contractor. The District shall protect, defend, indemnify and hold Contractor harmless from any claims, demands, suits, damages, losses, expenses, liabilities or causes of action arising from or resulting directly from or in connection with the District's negligent acts and omissions in performing its obligations under this Agreement.

15. Successors and Assigns; No Third-Party Beneficiary Rights. All of the provisions of this Agreement shall be binding upon and inure only to the benefit of the Parties. No provision of this Agreement shall in any way inure to the benefit of any third-party so as to constitute any person as a third-party beneficiary of this Agreement or otherwise give rise to any cause of action to anyone not a party to the Agreement.

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18. Freedom to Contract. This Agreement does not preclude Contractor from providing services to any other organization or entity, provided that such work does not interfere with or diminish Contractor’s ability to provide the services called for by this Agreement.

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Ketchikan Gateway Borough School District (KGBSD)

\_\_\_\_\_  
By: KGBSD Special Services Director      Date

\_\_\_\_\_  
By: KGBSD Superintendent                      Date

\_\_\_\_\_  
By: Contractor                                      Date

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered between Ketchikan Gateway Borough School District with principal offices at 333 Schoenbar Road, Ketchikan, AK 99901 (“District”) and **Breaking Barriers LLC** (“Contractor”), collectively the “Parties.”

WHEREAS the District is a public school district charged with providing a free appropriate public education to students consistent with state and federal law and engages contractors as necessary to meet its obligations when it is efficient and cost-effective to do so;

WHEREAS Contractor is a **Limited Liability Corporation** authorized to do business and provide **Speech Language Pathology** services within the State of Alaska;

NOW THEREFORE, the Parties mutually agree as follows:

1. Term. This Agreement commences upon entry by both Parties and shall continue in force and effect until the final day of this fiscal year, June 30, unless terminated earlier as set forth below. This Agreement may only be extended thereafter by mutual written agreement of the parties. The District may terminate this Agreement immediately upon a material breach of any provision of this Agreement. A. This agreement may be terminated by either party with sixty (60) days advance written notice. In the case of termination, the related service providers shall receive fair value for services performed to date of termination.
2. Services. Subject to the terms and conditions of this Agreement, the District engages Contractor to provide **Speech Language Pathology** services **per attached Appendix A of this Agreement** to meet the District’s anticipated needs in assessments, reports, and teacher support and Contractor hereby accepts such engagement.
3. Compensation. Contractor shall invoice the District promptly following the provision of services. The District and Contractor agree that compensation for Contractor’s services shall be **as defined in attached Appendix A of this Agreement**. Contractor shall not bill any student or parent for services provided to the District under this Agreement.
4. Anticipated service volume. **Anticipated service volume is defined in Appendix A of this Agreement.**
5. Scheduling. Scheduling and all trips must be planned in conjunction with and authorized by the District Special Education Director or designee.
6. Expenses. **Agreed upon expenses associated with service delivery are as defined in Appendix A of this Agreement.**



7. Qualifications. Contractor represents that Contractor is appropriately certified, licensed or otherwise credentialed to provide in Alaska the services called for by this Agreement. Contractor commits to maintaining those qualifications throughout the term of this Agreement. Contractor will upon request provides copies of current Alaska credentials and licensing to the District.
8. Mandatory reporting. Contractor acknowledges and affirms their mandatory reporting responsibilities under AS 47.17.020.
9. Background check. Contractor will upon request cooperate with the District in submitting to a criminal background check.
10. Legal Compliance. Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances that may apply to the performance of Contractor's services under this Agreement. Contractor represents and warrants that it is currently in compliance and further represents that compliance will be maintained throughout the duration of the Agreement. Contractor further represents and warrants that Contractor has applied for/obtained all necessary business permits and licenses that may be required to carry out the services, including an Alaska business license and any permits that may be required by any locality in which the Contractor performs services and that Contractor will maintain such required permits for the duration of the time of providing services.
11. Insurance. Contractor shall secure and maintain throughout the term of this Agreement liability insurance with minimum limits of liability of **\$1,000,000** per occurrence and **\$3,000,000** aggregate from an insurer acceptable to the District. Proof of such insurance must be provided to the District upon request.
12. Independent Contractor Relationship. This Agreement shall not render Contractor or any of Contractor's agents an employee of the District. Contractor is and will remain an independent contractor in its relationship to the District and will not become District's employee by virtue of provision of the contracted services. The District shall not and shall have no obligation to withhold taxes of any kind, including income, Social Security and Medicare taxes, from payment for these services or obtain any worker's compensation insurance or other insurance of any kind on behalf of Contractor in relation to provision of these services. The District shall not provide, and neither Contractor nor any of Contractor's agents or employees are eligible to participate in, any employee health insurance, vacation pay, sick pay, TERS, PERS, or other fringe benefit plan of the District as a result of provision of services under this contract. If any government agency or court determines that Contractor should be reclassified as an employee, Contractor hereby waives any claim to District benefits and acknowledges and understands that such reclassification would not entitle Contractor to any benefits offered to District employees.

The District and Contractor agree that Contractor has the right to control and direct the means, manner and method by which the services required by this Agreement, are provided, however, that any services provided pursuant to a student's Individual Education Plan must be performed consistent with that IEP and Contractor must comply with the requirements of state and federal law and District policy governing child find, assessment, evaluation, eligibility, development and implementation of IEPs and 504 Plans and the confidentiality of student records.

Contractor shall have no right, power, or authority to bind the District to the fulfillment of any condition, contract or obligation or to create any liability binding on the District.

13. Recordkeeping. All cumulative file, IEP, and health records of District students to whom special education or related services are provided under the Agreement are District property. Upon termination of this Agreement, Contractor will deliver such records to District. The District is required by state and federal law to make available to parents any records that the District collects, maintains, or uses with respect to the identification, evaluation and education placement of a student and the provision of a free appropriate public education of their child. Contractor shall make available to the District upon reasonable request any and all records maintained by the Contractor with respect to the identification, evaluation and education placement of a student and the provision of a free appropriate public education of a student of the District to whom Contractor provides services pursuant to this Agreement. The District is also required by state and federal law to safeguard the privacy of personally identifiable information in student records. Contractor agrees and understands that confidential information including personally identifiable information regarding students will be disclosed to Contractor in the course of performance of services under this Agreement. Contractor may only use personally identifiable information from education records only for the purpose for which the disclosure to Contractor was made. Contractor will safeguard the confidentiality of such information, and redisclose such information only with the authorization of the District.

14. Liability and Indemnification. Contractor shall protect, defend, indemnify and hold the District harmless from any claims, demands, suits, damages, expenses, liabilities or causes of action arising or resulting directly from or in connection with (1) Contractor's breach of this Agreement; (2) Contractor's acts or omissions outside the scope of this Agreement; and (3) Contractor's and/or Contractor's agent's negligent acts or omissions in performing the Services. Contractor also agrees to indemnify, protect and hold the District harmless from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to, all payroll taxes, self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal or state law with respect to Contractor. The District shall protect, defend, indemnify and hold Contractor harmless from any claims, demands, suits, damages, losses, expenses, liabilities or causes of action arising from or resulting directly

from or in connection with the District's negligent acts and omissions in performing its obligations under this Agreement.

15. Successors and Assigns; No Third-Party Beneficiary Rights. All of the provisions of this Agreement shall be binding upon and inure only to the benefit of the Parties. No provision of this Agreement shall in any way inure to the benefit of any third-party so as to constitute any person as a third-party beneficiary of this Agreement or otherwise give rise to any cause of action to anyone not a party to the Agreement.

16. Choice of Law and Venue. The construction, interpretation and performance of this Agreement are governed by the law of the State of Alaska. The venue for hearing any dispute involving claims arising from this Agreement shall be in superior court for the State of Alaska, First Judicial District at Ketchikan.

17. Assignment. Contractor shall not assign their rights under this Agreement or delegate performance of any duties hereunder without prior written consent of the District.

18. Freedom to Contract. This Agreement does not preclude Contractor from providing services to any other organization or entity, provided that such work does not interfere with or diminish Contractor's ability to provide the services called for by this Agreement.

19. Complete Agreement. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification of change, or terms of provisions of the agreement shall bind the Parties unless in writing and signed by Contractor and an authorized representative of the District. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein this agreement.

Ketchikan Gateway Borough School District

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

## **APPENDIX A – PROFESSIONAL SERVICES AGREEMENT**

### **Contractor Services to be provided for FY2024-2025:**

The contractor agrees to provide the following services:

**Three full-time SLP** positions of approx. 50 or less students per caseload

- Weekly teletherapy services in accordance with IEP service delivery times
- Three on-site visits per FT SLP of 5 on-site days per visit
- Diagnostic assessments
- Comprehensive assessments and reports
- Recommended treatment goals/objectives to district
- Collaboration and team support of teachers/paraprofessional staff for proper student support, guidance, and assistance of transference of skills
- Monitoring of student progress
- Participation in IEP/ESER team meetings
- Role of case manager for SLI students
- Medicaid billing

### **Contractor payment for FY 2024-2025 includes the following:**

1. Full-time SLP positions: Three on-site visits for school calendar year, 5 days per visit at
2. \$700 per day daily rate. Time on site is dedicated to rapport building and collaboration with students and staff. Per diem of \$60.00 per day will be paid to contractor. Booking of round-trip airfare from current destination to KGBSD, lodging, and rental car if needed will be the responsibility of the contractor. The contractor will submit all receipts to KGBSD for reimbursement on their invoice.
3. \$760 for telepractice days; \$95 per hour rate for additional paperwork, billing services, and other roles/responsibilities as required.
4. If more time is needed for additional students, it will be discussed with the sped director for additional or modified times.
5. Distance delivery telepractice services will be provided in compliance with IEP service minutes.
6. Medicaid billing and notes will be entered weekly or as directed by KGBSD.
7. Student referrals will follow district and state guidelines. Evaluations will not be performed by the speech-language therapist unless a signed consent/permission to test (a copy is permissible) is made available to said speech language pathologist. If a concern arises regarding students need for an evaluation, the speech language pathologist will consult/discuss the needs with the Director of Special Education.
8. The contractor will submit an invoice on a biweekly basis.
9. The contractor is expected to work school calendar days as outlined in KGBSD school calendar and will receive fair compensation for contracted days. Services will be billed if there is no advance notice within 24 hours of school closures or staff leave out sick. That time is reserved for your district and the related service providers will be reimbursed at an agreed upon rate up to the total number of days in this contract. Contractors will not bill for days that they miss due to unforeseen circumstances such as family emergencies and illnesses.

**Total Estimation of Costs:**

<b>SLP FT Positions:</b>	
<b>1)</b>	
15 days on-site @ 700 on-site daily rate	\$10,500
15 days per diem @ 60 per day	\$900
Est. Airfare round trip	\$3,500
Est. Hotel fees and rental car	\$3,600
Max of 160 student teletx days@\$760 daily teletx rate	\$121,600
Max of 5 days for any additional requirements requested @ 760/\$95 hr	\$3,800
<b>2)</b>	\$10,500
15 days on-site @ 700 on-site daily rate	\$900
15 days per diem @ 60 per day	\$3,500
Est. Airfare round trip	\$3,600
Est. Hotel fees and rental car	
Max of 160 student teletx days@\$760 daily teletx rate	\$121,600
Max of 5 days for any additional requirements requested @ 760/\$95 hr	\$3,800
<b>3)</b>	\$10,500
15 days on-site @ 700 on-site daily rate	\$900
15 days per diem @ 60 per day	\$3,500
Est. Airfare round trip	\$3,600
Est. Hotel fees and rental car	
Max of 160 student teletx days@\$760 daily teletx rate	\$121,600
Max of 5 days for any additional requirements requested @ 760/\$95 hr	\$3,800
<b>Est. Total Cost:</b>	<b>\$431,700</b>

**This contract shall not exceed the maximum amount above unless agreed upon by both parties in writing.**