DIETRICH SCHOOL DISTRICT NO. 314

Home of the Blue Devils

<u>Administration</u> Stefanie Shaw, Superintendent Rex Romander, Principal

Kacy Bradshaw, Business Manager Jalyn Shaw, Secretary

SPEECH THERAPIST

AGREEMENT, made this5th day of May, 2025, by and between Dietrich School District No. 314, of 406 North Park Street, Dietrich, Lincoln County, Idaho, and Heather Torgerson of 804 E 370 S, Dietrich, Lincoln County, Idaho.

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

SECTION I

TERMS OF AGREEMENT

The period of the agreement will commence on the 18th day of August 2025 and remain until the 21st day of May, 2026.

SECTION II

RELATIONSHIP OF PARTIES

In performing services under this agreement, the provider is and shall at all times be an independent contractor of the District. Nothing herein is to be constructed as establishing an employer-employee relationship.

SECTION III CONFIDENTIALITY

Provider agrees that all information regarding services provided pursuant to this agreement, including but not limited to, students' identity and nature of services rendered, shall be confidential. Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this agreement to any individual not authorized by the District, without parental consent.

SECTION IV

INSURANCE AND LIABILITY

Provider shall be solely liable for any loss or damages resulting from Provider's performance of any of the services covered by this agreement. Provider shall indemnify and hold harmless Dietrich School District from any liability including, but not limited to, costs, expenses, and attorney's fees resulting from Provider's performance of the services provided under this agreement. A current copy of the Certificate of Professional Liability Insurance listing Dietrich School District as a certificate holder shall be provided at the date of this agreement. Current Provider licensure and background check shall be provided at the signing of this agreement.

Provider has represented that she is a sole proprietor and that pursuant to this Agreement she will be personally providing all services to the District. Accordingly, Provider is not required to provide a certificate of Worker's Compensation Insurance. However, in the event that Provider hires an employee

- Timely completion of required paperwork, including but not limited to, service detailed Medicaid reports, eligibility reports, goals, objectives, progress reports quarterly, and therapy data.
- 8. Other services as agreed upon between parties.

SECTION X ALLOWABLE COSTS FOR SERVICE

Dietrich School District, through the Board of Trustees, shall arrange appropriate payment to Heather Torgerson as follows:

The fee for the above noted service shall be:

- 1. \$75.00 per contract hour for a Master's Level, Certified Speech, Language Pathologist (SLP).
- 2. Mileage will not be paid from home to work.
- 3. Contract hours will include evaluations, therapy, and administrative time including therapy preparation and planning, documentation, IEP development, meetings, trainings, consultation time, and time escorting students to and from the classroom.

SECTION XI BILLING

Provider will submit a monthly statement of services rendered each month. The itemized monthly statement will include the student name, description of services provided, total number of hours spent in direct services and administrative time, and cost of services provided.

Heather Torgerson, Provider	<u>5.12.25</u> Date
Stefanie/Shaw, Superintendent	<u>S121125</u> Date