

**BIGFORK PUBLIC SCHOOLS, SCHOOL DISTRICT NO. 38
FLATHEAD AND LAKE COUNTIES, BIGFORK, MONTANA**

THIS AGREEMENT, made and entered into on June 6, 2023 between the SCHOOL DISTRICT NO. 38 of Flathead and Lake Counties, Bigfork, Montana, hereinafter referred to as the SCHOOL DISTRICT, and **Ryan Nollan**, thereinafter referred to as the SCHOOL PSYCHOLOGIST.

WITNESSETH:

1. That the SCHOOL DISTRICT hereby agrees to employ the SCHOOL PSYCHOLOGIST to provide school psychologist services to the school district for the school year **2023-24** for a period not to exceed 178 days service. Additional days may be needed and will require Superintendent approval. Services to be provided will include, but not be limited to:

- a. Participation upon request in the pre-referral process using the procedures established by the SCHOOL DISTRICT.
- b. In compliance with the rules governing IDEA, evaluate children to determine if the child is eligible under the criteria set forth in IDEA and all applicable state laws.
- c. Upon request attend CST and IEP meetings for students eligible or being determined eligible for services under IDEA.
- d. Provide a written report of the evaluation results with recommendations for school interventions the student needs in order to benefit from his/her educational program. This report is the property of the school district and applicable to all laws pertaining to student records, including laws and policies governing release and transfer of student records.
- e. In consultation with the school district IEP team, develop an intervention plan in the area of behavioral and social/emotional skills.
- f. Provide counseling as required on IEP.
- g. Provide training of assigned individuals and other teaching staff in incorporating the behavior plan into the child's school routine. These activities will be monitored, reviewed, and re-evaluated on a regular basis and changed as appropriate based on the needs of the child.
- h. Provide all reports and documents to the school district Special Education Director in a timely manner as required by IDEA and the district's Special Education Procedures.
- i. Participate in a mentor program meeting a minimum of 5 days with the mentor to review procedures, assessments and discuss specific student cases.
- j. Comply with all DISTRICT School Board policies and procedures, Montana statutes, and Montana administrative regulations.
- k. Days will be scheduled at the discretion of the Special Education Director.

2. That the SCHOOL DISTRICT shall pay the SCHOOL PSYCHOLOGIST the sum of **\$428.21 per day up to \$76,222**. The installments to be paid to the SCHOOL PSYCHOLOGIST each calendar month.

3. It is agreed that Mr. Nollan will be responsible for maintaining his own malpractice liability insurance, worker's compensation insurance, all other similar employee insurance coverage, tax deductions, and benefits. Both parties recognize Mr. Nollan as an independent contractor providing these services.

Appropriate documentation of coverage and current licensure will be on file at Bigfork School District no later than 8/15/23.

4. SCHOOL PSYCHOLOGIST is considered exempt from the certified staff BAEA Collective Bargaining Agreement under Article II , Sections 1 and 2, and not bound by or eligible for the terms of that agreement.

5. In the event this contract is terminated by mutual agreement or in accordance with state law, the SCHOOL DISTRICT shall be obligated to pay that portion of the contracted salary that has been earned, up to and including the last day of service.

6. It is understood that the SCHOOL PSYCHOLOGIST holds a state of Montana valid Class 6 certificate with SCHOOL PSYCHOLOGIST endorsement or is accepted into an OPI approved program by the first employment day of the school year.

7. The SCHOOL PSYCHOLOGIST shall be reimbursed for out of district expenses and mileage per district policy.

8. The SCHOOL PSYCHOLOGIST shall accept, sign, and return this contract to the office of the Clerk of the District within twenty (20) calendar days from the date of receipt or this contract shall be without legal effect.

IN WITNESS WHEREOF, the parties hereto cause this contract to be duly signed in triplicate originals, each of which shall be entitled to full faith and credit.

SCHOOL DISTRICT NO. 38 OF
FLATHEAD AND LAKE COUNTIES

Paul Sandry, Board Chairman

_____/_____/_____
School Psychologist Date

Lacey Porrovecchio, District Clerk

Folio # Class: Level: Endorsements: Expiration Date:
Out of District Credit: 0 In District Credit: 0

IT SUPPORT SERVICE CONTRACT

THE STATE OF MONTANA

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COUNTIES OF FLATHEAD/LAKE

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THIS AGREEMENT is made and entered into by and between the Board of Trustees (the “Board”) of the Bigfork School District (the “District”) and Jeremy Taylor (the “Network Technician”).

NOW THEREFORE, the Board and the Network Technician, for and in consideration of the terms hereinafter established, do hereby agree, as follows:

1. TERM

The Board, by and on behalf of the District, does hereby contract with the Network Technician for that term, commencing on July 1, 2023 and ending on June 30, 2024. This contract may be terminated prior to that date by either party by giving written notice of termination to the other party. Should the contract be terminated prior to its conclusion, the District shall compensate the Network Technician for all unpaid hours worked and for all unreimbursed reasonable expenses incurred prior to the date of termination.

2. SERVICES

The Network Technician, as an Independent Contractor and not an employee, shall provide support and assistance to the District Network Administrator and his designees as requested by the Superintendent or the Board. Any work beyond 1600 hours, during the term hereof, must be administratively approved by the Superintendent. The annual schedule to be determined by the Network Administrator and Superintendent.

Services to be provided will include, but not limited to:

- a. Oversees set up of new computers and network hardware, maintains existing computers and peripheral devices
- b. Keeps an updated inventory of new network hardware purchases
- c. At the direction of the Network Administrator, sets up email accounts, erases old accounts and email lists
- d. At the direction of the Network Administrator, installs and updates software as needed for servers and District-owned staff/student computers
- e. At the direction of the Network Administrator, performs basic administration such as updates, performing backup/archives and basic configuration for the District student records data base server, firewall server, authentication server, wireless control server and other servers

- f. At the direction of the Network Administrator, facilitates student records data base training and maintenance
- g. At the direction of the Network Administrator, maintains and updates wireless network: controller and WAPs
- h. Other duties as assigned

It is agreed that Mr. Taylor will be responsible to maintaining his own professional liability insurance, worker's compensation insurance and current valid Driver's License. Both parties recognize Mr. Taylor as an independent contractor, and not an employee, providing these services. **Appropriate documentation of W-9, personal insurance coverage and workers compensation insurance or a waiver will be on file at Bigfork School District no later than 7/1/23.**

3. COMPENSATION

The Network Technician's duties are on an "as requested basis". The Network Technician shall not be provided with any insurance, paid leave, or any benefit. The Network Technician shall be compensated monthly at the rate of \$46.00 per hour for all hours worked, billed in increments of no less than 15 minutes. The Network Technician shall also be reimbursed for mileage at the current IRS rate and for reasonable expenses, which shall be itemized in a monthly statement. Should the Network Technician be called to the school district for provision of services, billing shall be at a minimum at a one hour rate.

4. MISCELLANEOUS

This Agreement shall be governed by the laws of the State of Montana. It embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties. In the event any one or more of the provisions contained in the Agreement shall be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision herein.

Dated this 6th day of June, 2023.

Chairperson, Board of Trustees

Clerk, Board of Trustees

Network Technician