

**AGREEMENT BETWEEN
BIGFORK SCHOOL DISTRICT #38 AND
CHILD DEVELOPMENT CENTER**

THIS AGREEMENT is made the 12th day of August, 2022 by and between, Child Development Center, a Montana nonprofit, (the “Contractor”), 1725 Montana HWY 35, Kalispell, MT 59901, and Bigfork School District #38, a Montana public education agency, hereinafter referred to as “Parties.”

RECITALS

WHEREAS, Contractor is and has been, in business as a provider of occupational therapy services; and

WHEREAS, Bigfork School District #38 provides special education services to students, and from time to time requires the services of independent, licensed therapists to provide therapy services to those students,

NOW THEREFORE, the parties do agree and contract to do the following:

1. **Purpose.** The purpose of this Agreement is to provide Occupational Therapy Services to designated students enrolled in Bigfork School District #38 special education programs (“the Students”).
2. **Services.** Contractor agrees to perform occupational therapy services to the Students as requested by Bigfork School District #38, together with related consultation and other services. The services are to be provided during the school year and include, but are not limited to, the following:
 - a. Providing occupational therapy services to Students, including assessment, direct service to children according to their Individualized Education Program (IEP) and consultation services.
 - b. Participation in and preparation for IEP meetings for the Students, drafting appropriate goals and objectives relating to occupational therapy, and implementing and monitoring of goals and objectives.
 - c. Preparation of all customary documentation and reports.
 - d. Collaboration with teachers, administrators and other persons providing services to the Students.
 - e. Administration of occupational therapy, to include supervision of Contractor’s therapy staff, case management, coordination of therapy services, and billing services.
 - f. Occupational therapy services shall be provided at the school site, unless the student is not enrolled at a public school, in which case they shall be provided at Contractor’s facilities or at another location agreed to by Bigfork School District #38 & Contractor.
 - g. Drive time to and from schools/facilities/classrooms/offices where services are provided and meetings are held.

Contractor agrees to provide Occupational Therapy Services in accordance with all the professional standards and methods of practice set forth in Montana law and administrative regulations and the Student's IEP.

Bigfork School District #38 will coordinate student referrals to occupational therapy and obtain the necessary parents' or guardian's written consents for students to receive OT services pursuant to this agreement.

3. **Billing and Payment.** Bigfork School District #38 agrees to pay Contractor for the above-described therapy services at the rate of:
 - \$65.00 per hour for services provided by a licensed Occupational Therapist
 - \$0.58/mile, or the current state rate, for transportation of Contractor staff to, from and between the Child Development Center, 1725 Hwy 35, Kalispell, MT 59901 and Bigfork School District #38 sites.

Contractor shall submit monthly invoices to Bigfork School District #38 for work completed for that particular calendar month. Contractor will submit service logs in an agreed format on which services provided will be recorded. Invoices submitted by Contractor for payment will be paid by Bigfork School District #38 within thirty days after receipt of invoice.

Contractor understands that Bigfork School District #38 may seek and retain reimbursement from the Montana Department of Public Health and Human Services for qualifying services provided by Contractor on behalf of Bigfork School District #38 to Medicaid eligible students. Contractor will provide all data necessary for Bigfork School District #38 to process its reimbursement requests but does not guarantee reimbursement.

4. **Reimbursement.** Bigfork School District #38 agrees to reimburse Contractor for all reasonable and necessary specialized equipment and supplies (consumable and non-consumable) as required to implement this contract for occupational therapy services to students. Contractor will notify the Bigfork School District #38 Special Education Director of designee prior to ordering any items. Bigfork School District #38 will have 48 hours to respond to a notification regarding the Contractor ordering equipment and/or supplies. If after 48 hours, Bigfork School District #38 has not responded, Contractor can order the equipment and supplies and Bigfork School District #38 will reimburse the Contractor for the supplies and/or equipment.
5. **Qualifications.** Contractor shall retain only Licensed Occupational Therapists to provide services under this Agreement. Contractor maintains all credentials, licenses and permits required to perform occupational therapy services for Bigfork School District #38. Contractor shall be responsible for verifying the credentials, certificates, and licenses of occupational therapists or any other evidence of such individuals' qualifications and fitness to provide the services. All staff shall be employees of Contractor and Contractor shall be responsible for providing, at its expense, and in its name, disability, worker's compensation or other insurance, as well as licenses and permits usual or necessary for providing the services hereunder.

Contractor agrees to provide certification that it has obtained criminal background checks for its Occupational Therapist performing services under this Agreement and that they have not been convicted of any felonies, crimes against children or crimes of violence. Contractor is not required to

obtain annual criminal background checks provided it obtained a criminal background check at time of hire.

6. **Term.** This contract begins August 22, 2022 and is effective until June 30, 2025 unless terminated earlier as provided herein.
7. **Termination.** Either party may terminate this Agreement for any reason or no reason with a sixty (60) day written notice with the effective date of termination specified in said notice.
8. **Independent Contractor.** In performance of the services hereunder, each party and its employees and agents are, independent contractors and are not partners, agents or employees of the other party. A party's employee shall not be entitled to any income or benefits from the other party including, without limitation, worker's compensation, disability insurance, vacation, or sick pay. Bigfork School District #38 will not control or direct details, manner or means by which Contractor provides occupational therapy services. Contractor retains the right to contract to provide similar services to other individuals, entities or school districts.
9. **Insurance.** Contractor shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-,VI" in Best Insurance Rating Guide and admitted to do business in Montana: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; (3) worker's compensation insurance as required by law.

With the exception of Contractor's Worker's Compensation Policy and Professional Liability policy each of Contractor's policies shall be endorsed naming as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to Bigfork School District #38 at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Contractor shall furnish Bigfork School District #38 with a certificate of insurance containing the endorsements required under this section, and Bigfork School District #38 shall have the right to inspect contractor's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with Bigfork School District #38 a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce Contractor's liabilities or obligations under the indemnification provisions of this Contract.

10. **Indemnification.** Each party agrees to defend, indemnify and hold the other harmless from any and all claims, losses, liabilities or expenses (including without limitation attorney's fees) which may arise in whole or in part from:
 - a. Acts or omissions of the other party, its employees or agents;
 - b. The negligence or willful misconduct of the other party, its employees or agents, and/or
 - c. Breach by the other party of an obligation it has under this Agreement.

11. **Entire Agreement.** This document contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modifications, change or inducement shall be effective or given any force or effect.
12. **Choice of Law/Venue.** The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of Montana. This Agreement has been entered into and is to be performed in Flathead County, Venue for legal actions related to this Agreement shall be the Montana Eleventh Judicial District Court in Flathead County.
13. **Attorney Fees.** In the event a lawsuit is brought to enforce or interpret any aspect of this Agreement the prevailing party shall be entitled to recover its reasonable attorney fees.
14. **Assignment.** Contractor shall not assign the obligations of Contractor pursuant to this Agreement without prior written consent from Bigfork School District #38. Any purported assignment without the prior written consent of Bigfork School District #38 shall be void.
15. **Waiver and Severability.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired, or invalidated in any way.
16. **Authority to Bind Parties.** It is understood that neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
17. **Modifications of Agreement.** This agreement may be modified in writing only, signed by the parties in interest at the time of modification.
18. **Confidentiality.** Each party agrees to maintain the confidentiality requirements of FERPA and HIPAA. Contractor will immediately refer third-party requests for student's protected educational information to Bigfork School District #38. Bigfork School District #38 will immediately refer third-party requests for student's protected health information to Contractor.

As part of the obligation of confidentiality, both parties agree to restrict dissemination and availability of confidential information received from the other to only its employees and agents who have a need to know.

Neither party will disclose confidential, protected or proprietary information it receives from the other without written authorization.

Information in the public domain shall not be considered proprietary information.

Bigfork School District #38 shall consider Occupational Therapists assigned to provide services to Bigfork School District #38 are to be "school officials" within the meaning of FERPA and Bigfork School District #38 own policies adopted pursuant to the ACT. The Occupational Therapist may be deemed to have a legitimate educational interest in personal information contained within the educational

records of students to whom they provide occupational therapy services under this agreement. Contractor shall not use information in a student's educational record or any purposes other than providing OT services pursuant to this agreement.

- 19. Records.** Contractor will maintain full and accurate records in connection with this Contract and will make them available to Bigfork School District #38 for inspection at any time. Contractor will prepare such reports and analyses concerning the services provided as are requested by Bigfork School District #38. In addition, Contractor shall participate in Individual Education Program meetings for the identified student, recommend appropriate goals and objectives, and implement and monitor those goals.
- 20. Compliance with Law.** The parties shall observe and comply with all applicable county, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.
- 21. Captions and Interpretation.** Paragraph headings in this agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. The parties acknowledge that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 22. Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.
- 23. Nondiscrimination.** Neither party, nor any officer, agent, employee, servant or subcontractor of either party shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of sex, race, color, religion, national origin, ethnic group, marital or parental status, ancestry, age, sexual orientation or physical or mental disability or the perception of one or more of such characteristics, either directly, indirectly or through contractual or other arrangements.
- 24. Notices.** All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, registered or certified, postage prepaid and addressed as follows:

To: Bigfork School District #38
Tom Stack, Superintendent

To: CONTRACTOR Carolyn Prussen
Child Development Center
3335 Lt. Moss Road
Missoula, MT 59804

The address, to which the notices shall be mailed, may be changed by giving written notice to the other party as herein provided, but nothing contained herein shall preclude the giving of any notice by personal service.

25. Signature Authority. Each party has full power and authority to enter into and perform this agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this agreement.

IN WITNESS WHEREOF, EACH PARTY TO THIS Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of the Agreement.

EXECUTED this 12th day of August, 2022.

Bigfork School District #38

By: Tom Stack, Its Superintendent

Date

Child Development Center

By: Carolyn Prussen, Executive Director

Date

On Tue, Jul 12, 2022, 9:33 AM jtcookieify <johtod@gmail.com> wrote:

I John Todd hereby resign my employment from bigfork schools.

Printname John Todd

Signature 

On Thu, Jul 7, 2022, 12:40 PM Roger Vanlandingham <rvanlandingham@bigfork.k12.mt.us>

wrote:

Thursday at 10 works for me, you?

rog

Date

7-28-22

From: jtcookieify <johtod@gmail.com>

Sent: Thursday, July 7, 2022 11:36 AM

To: Roger Vanlandingham <rvanlandingham@bigfork.k12.mt.us>

Subject: [EXTERNAL]Re: employment

Fw: [EXTERNAL]Notice of Resignation

Brenda Clarke <bclarke@bigfork.k12.mt.us>

Tue 7/19/2022 1:11 PM

To: Alison Wallen <awallen@bigfork.k12.mt.us>

Cc: Tom Stack <tstack@bigfork.k12.mt.us>; Lacey Porrovecchio <lporrovecchio@bigfork.k12.mt.us>

From: Tina Rhoades <offrhoaders@gmail.com>

Sent: Tuesday, July 19, 2022 1:09 PM

To: Brenda Clarke <bclarke@bigfork.k12.mt.us>

Subject: [EXTERNAL]Notice of Resignation

This email was sent by someone outside the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Dear Mrs. Clarke,

Please accept this as my formal resignation from Bigfork School District. My last day is effective today, July 19, 2022. I'm grateful for all of your support during my time here and deeply appreciate all of the valuable experience I have gained. It has been a sincere pleasure working with you and the team.

Sincerely,
Tina Rhoades

Tina Rhoades
8/3/22

Board Rec

Brenda Clarke <bclarke@bigfork.k12.mt.us>

Fri 7/29/2022 9:20 AM

To: Tom Stack <tstack@bigfork.k12.mt.us>; Lacey Porrovecchio <lporrovecchio@bigfork.k12.mt.us>; Alison Wallen <awallen@bigfork.k12.mt.us>

Tom,

Please add this to the next Board agenda:

Board of Trustees:

I am pleased to recommend Jennifer Foley for a para professional position at Bigfork Elementary and Middle Schools. Jennifer comes to us with 30 years of teaching experience. Her strengths are in teaching reading and writing and will be a welcome addition to our team of para professionals leading reading groups. She and her husband recently moved to Bigfork and are excited to be part of our community.

Thank you,

Brenda

Fall Assistant Coach Recommendations

Matt Porrovecchio <mattp@bigfork.k12.mt.us>

Tue 8/2/2022 7:37 AM

To: Tom Stack <tstack@bigfork.k12.mt.us>

Cc: Lacey Porrovecchio <lporrovecchio@bigfork.k12.mt.us>; Alison Wallen <awallen@bigfork.k12.mt.us>

Dear Mr. Stack,

I would like to recommend the following assistant coaches for the 2022 Fall sports season:

HS Football

Jaron West (Volunteer Assistant - Returning)

Coach West is making the move from our 7th/8th grade football program to work at the high school this year.

Dylan Simac (Volunteer Assistant)

Coach Simac was a standout football player at Helena High School where he was an All-State defensive back and wide receiver. He went on to play football at Carroll College where he majored in Business Communications.

HS Girls Soccer

Celeste Gillespie (Assistant)

Mrs. Gillespie, a 2017 Bigfork High School graduate, has spent a significant part of her life committed to soccer as a player and coach. Celeste was a 4-year varsity soccer player and 2-year All-State recipient at BHS, MT Olympic development team player, and most recently coach for the Bigfork Soccer Club.

Vicki Bagley (Volunteer Assistant)

Mrs. Bagley is an integral member of the Bigfork soccer community. She has served on the soccer board for 8 years and coached both the Bigfork Bandits and Storm.

Adam Baumann (Volunteer Assistant)

Coach Baumann is an active member of the Bigfork Soccer Club. He has been president since 2018.

HS Boys Soccer

Matt Killian (Assistant - Returning)

Wade Riedesel (Volunteer Assistant - Returning)

MS Football

Brandon Piazzola (Head Coach)

Mr. Piazzola was recently hired by Bigfork Schools to teach physical education and health to both the middle school and high school. Brandon played football at Noxon High School and was coached a number of high school programs while teaching at Philipsburg.

Jackson Abney (Assistant)

Mr. Abney was a standout football player for the Vikings and 3-year starter. Jackson was also an active member of the BHS mentor program.

MS Volleyball

8th Grade - Nicole Waller

8/2/22, 7:48 AM

Mail - Lacey Porrovecchio - Outlook

Mrs. Waller, a Bigfork Graduate ('01) and standout athlete, coached 7th grade volleyball in 2002 and 2003. Nicole was the school staff daycare director for 2 years.

7th Grade - Jordan DeSpain

Mrs. DeSpain, graduated from Asotin High School, WA ('08) and attended Lewis and Clark State College. She played varsity club volleyball for 4 years and coached 1 year.

Thank you for your consideration.

Matt Porrovecchio
Bigfork School District
Activities Director
Special Services Director
(W) 837-7420, (M) 249-3653

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MS Volunteer Assistant Recommendation

Matt Porrovecchio <mattp@bigfork.k12.mt.us>

Mon 8/8/2022 4:07 PM

To: Tom Stack <tstack@bigfork.k12.mt.us>

Cc: Lacey Porrovecchio <lporrovecchio@bigfork.k12.mt.us>; Alison Wallen <awallen@bigfork.k12.mt.us>; Charlie Appleby <charliea@bigfork.k12.mt.us>; Carol Venegas <cvenegas@bigfork.k12.mt.us>

Dear Mr. Stack,

I would like to recommend Mackenzie Holton as volunteer assistant for the 7th grade girls volleyball program. Mackenzie graduated from Bigfork High School last year and will be attending FVCC this fall. Mackenzie played high school volleyball for the Valkyries for 4 years and ran Lil Spikers Volleyball Camp this Spring.

Thank you for your consideration.

Matt Porrovecchio
Bigfork School District
Activities Director
Special Services Director
(W) 837-7420, (M) 249-3653

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