

INDEPENDENT CONTRACTORS WORKING WITH STUDENTS WITH DISABILITIES IN PUBLIC SCHOOLS

DATES (Adopted/Revised)	GUIDE WORDS
Adopted May 2007	Independent Contractors Contracted Employees

Pocatello/Chubbuck School District #25 is responsible to ensure that students with disabilities receive a free and appropriate public education beginning at the age of 3 years and may continue through the semester in which they turn twenty-one (21). Schools may meet this obligation in a variety of ways, including utilizing district staff, or establishing agreements with an independent contractor or agency. The Board of Trustees, through the Superintendent or designee, may enter into agreements with independent contractors to provide necessary services to students.

Independent Contractor Definition:

An independent contractor means a person, group, or agency that meets the following four(4) conditions:

1. Is not an employee of the Pocatello/Chubbuck School District #25 or a public agency with legal jurisdiction over the circumstances related to their involvement with the student, and
2. Will operate as an independent contractor and no employment relationship shall exist, or be implied between the district and the contractor, and
3. Will be solely responsible for wage withholding, workers compensation coverage, or any other required coverage and the District shall have no obligation for such actions or benefits, and
4. Is paid for services provided to students.

Examples of independent contractors include, but are not limited to: Nurses, Occupational Therapists, Physical Therapists, Assistive Technology Consultants, Orientation and Mobility Specialists, Behavioral Therapists, Speech and Language Pathologists, Social Workers, Clinicians, Psycho-Social Rehabilitation Specialists, Educational Consultants, etc.

Agreements:

An agreement may be established with an independent contractor to meet the needs of students with disabilities. The agreement will describe the role and responsibilities of the independent contractor, the service to be provided, the frequency and duration of the service, documentation of the licensure/certification to perform the prescribed services compliant with the Idaho Special Education Manual, address issues of liability, terms of

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payment, and state the provisions for changes or termination of the agreement. The independent contractor will be paid according to the terms of the agreement.

Confidentiality:

The independent contractor shall at all times maintain as confidential all records of service, including but not limited to, identifying student and service information, observations, evaluations and/or assessments pursuant to the Family Educational Records and Privacy Act(FERPA).

Protocols:

In consideration of the health, safety and welfare of students, prior to contracting with an independent contractor, district administration shall research the licensure of the agency for quality control. In addition, the administration shall ensure that the contracted professionals have successfully passed a background check.

Legal References:

Family Educational Rights and Privacy Act
Idaho Special Education Manual (2007)
Idaho Code Section
35-506(1)
33-511
33-512
33-2001, *et sep*