

Lakeland Joint School District #272

15506 N. Washington St.
Rathdrum, ID 83858
208-687-0431



**LJSD Vision: A community committed to academic excellence ...
dedicated to student success.**

Board Action Item Request

AGENDA ITEM: Approve/Deny Syringa Contract

MEETING DATE: August 20, 2025

PREPARED BY: Kelsie Badger

INFORMATIONAL SUMMARY:

This contract provides positive behavior support for students with chronic disabilities.

RECOMMENDATION:

I recommend that the board approve the contract to provide appropriate student support services for the 2025-26 school year.

School Based Behavioral Intervention Services Contract

This agreement is entered into on **DATE** between **Syringa Family Partnership, LLC**, hereby known as the Contractor, and **Lakeland Joint School District #272**, hereby known as the District.

WHEREAS, the District provides special education and related services in accordance with federal and state law, including the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act (ADA);

WHEREAS, the District desires to contract with Contractor to provide behavioral intervention and related behavioral services for eligible students within the District in accordance with Individualized Education Programs (IEPs) or Section 504 plans;

WHEREAS, the Contractor is qualified and certified to provide such services and will furnish staff who meet Medicaid billing requirements and applicable licensure and certification;

WHEREAS, the Contractor's provider is engaged as contracted provider and not as an employee or agent of the District, and the Contractor will be solely responsible for its staff, including hiring, supervision, payroll, taxes, insurance, and compliance with all laws applicable to independent businesses, and has no authority to bind the District;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

The following service(s) requested: Behavioral intervention as indicated in the student's IEP and related behavioral services.

Dates of service: September 2, 2025 to June 5, 2026.

Hours of service: Monday through Friday while school is in session for hours outlined in the IEP.

Rates of reimbursement:

\$59.76/hour for Evidence-Based Paraprofessional/Registered Behavior Technician (RBT)

\$56.50/hour for Behavior Intervention Technician

\$64.48/hour for Behavior Intervention Specialist

\$88.92/hour for Behavior Intervention Professional

\$77.12/hour for Evidence-Based Specialist/Board Certified Assistant Behavior Analyst (BCaBA)

\$102.84/hour for Evidence-Based Professional/Board Certified Behavior Analyst (BCBA)

The Contractor agrees to:

1. Provide behavioral intervention and related behavioral services in accordance with the following State and federal laws and regulations: Idaho Code; Idaho State Board of Education Regulations pertaining to special education; the Individuals with Disabilities Education Act; Part 34 of the Code of federal Regulations, Sections 300.300.349 and 300.400-300.576; Section 504 of the Rehabilitation Act; part 104 of the Code of Federal Regulations; and the Family Educational Rights and Privacy Act. These regulations include, but are not limited to, provisions relating to:
 - a. FAPE
 - b. Least Restrictive Environment (LRE)
 - c. Personnel who meet appropriate standards
 - d. IEPs
 - e. Parent participation
 - f. Procedural safeguards
 - g. Protection in evaluation procedures
 - h. Confidentiality of information
 - i. Nondiscrimination on the basis of handicap
2. Comply with all Medicaid documentation standards and timelines as required by federal and state law;
3. Comply with Idaho Medicaid and HIPAA regulations and ensure FERPA compliance regarding student data;
4. Ensure services will be rendered by qualified professionals employed or contracted by Contractor who hold appropriate Medicaid credentials and are eligible to provide services under the Idaho Medicaid program.
5. Provide the District the following:
 - a. A copy of the Contractor's provider's qualifications showing professional credentials for the District's files;
 - b. A completed copy of the Lakeland Joint School District 272's Service Detail Report (SDR) as a means of written documentation for service days, times and results of services provided for each student, as per the IEP;
 - c. Assurance that all work will be performed in accordance with the highest professional standards; and
 - d. Written assurances attesting that all employees who come into contact with the student shall have been subject to a criminal background check as required by the Idaho Department of Health and Welfare and policies of the District, and have been determined to not have a criminal background inconsistent with working with children.
6. Submit invoices monthly, by the last student contact day of each month, with detailed documentation for each session, including student initials, date/time of service, staff credential, and service type.

The Contractor will provide:

1. Functional Behavior Assessments (FBAs) upon request and/or as needed to be reimbursed based on credential level of the provider completing the FBA;
2. Behavior Intervention Plans (BIPs) upon request and/or as needed to be reimbursed based on credential level of the provider completing BIP;
3. 1:1 Behavior Intervention to be reimbursed based on credential level of the provider providing services;
4. Observations upon request and/or as needed;
5. Data collection and analysis;
6. Staff training and consultation as requested to be reimbursed based on credential level of the provider completing training and consultation;
7. Parent collaboration and communication as requested; and
8. Participation in IEP or other team meetings as requested by the District and/or parent.

The District agrees to:

1. Accept responsibility for all services provided under this Agreement that are delivered pursuant to student IEPs developed and maintained by the District;
2. Defend, indemnify, and hold harmless Syringa Family Partnership, LLC, its officers, employees, and contractors from any and all claims, liabilities, damages, or expenses, including reasonable attorneys' fees, arising out of or related to:
 - a. the development or implementation of any student IEP;
 - b. services authorized by the District;
 - c. the District's billing of Medicaid or any third-party payers; and
 - d. any act or omission by the District, its employees, or its agents.
 - e. This indemnification shall not apply in cases of gross negligence or intentional misconduct by Syringa Family Partnership, LLC.
3. Bill Medicaid directly for services provided by Contractor;
4. Remit payment to the Contractor within 30 days of receipt of an approved invoice, contingent upon receipt of corresponding Medicaid funds.
5. Allow Syringa Family Partnership, LLC to conduct provider supervision if needed.

The District will provide:

1. Appropriate space for services during school hours;
2. Access to relevant student records;
3. Coordination with school staff as needed; and
4. Materials and equipment needed per student needs.

Termination:

1. Termination may occur by either party with 30 days written notice.
2. Immediate termination may occur upon:
 - a. Violation of federal or state laws;
 - b. Failure to meet credentialing or Medicaid standards;
 - c. Willful misconduct or gross negligence;
 - d. Loss of required insurance or licensure.

Insurance:

Contractor shall maintain:

1. Professional liability insurance: Minimum \$1,000,000 per occurrence;
2. General liability insurance: Minimum \$1,000,000 per occurrence;
3. Workers' compensation as required by Idaho law; and
4. Proof of insurance shall be provided to the District upon execution of this Agreement and upon renewal.

Notices

All notices under this Agreement shall be in writing and delivered to the addresses below:

Contractor Contact:

Syringa Family Partnership, LLC
8680 N Wayne Drive, Suite C Hayden, ID 83835
Attn: Colleen Sisk, BCBA (Owner/Executive Director)
Email: colleen@syringaftp.com

District Contact:

Lakeland Joint School District #272
15506 N Washington St, Rathdrum, ID 83858,
Attn: Kelsie Badger, Director of Special Services
Email: KBadger@lakeland272.org

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Contractor: Syringa Family Partnership, LLC

Name: _____

Title: _____

Signature: _____

Date: _____

District: Lakeland Joint School District #272

Name: _____

Title: _____

Signature: _____

Date: _____