

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 Orientation & Mobility Instruction Services Agreement

MEETING DATE: March 18, 2026

PREPARED BY: Kelsie Badger, Jessica Grantham

INFORMATIONAL SUMMARY:

This agreement provides individualized orientation and mobility instruction services necessary per IEP requirements. The State of Idaho has limited certified providers, with only one in North Idaho, for this specialized service.

RECOMMENDATION:

We recommend that the Board approve the contract as presented.

ATTACHMENTS:

OM Instruction Services Agreement

ORIENTATION AND MOBILITY INSTRUCTION SERVICES AGREEMENT

This Orientation and Mobility Instruction Services Agreement (“Agreement”) is entered into as of March 18, 2026, by and between **Lakeland Joint School District No. 272**, an Idaho public school district (“Lakeland”), and **Tina Johnson**, 855 Stoneybrook Loop, Post Falls, Idaho 83854 (“Johnson”). Lakeland and Johnson may be referred to individually as a “Party” and collectively as the “Parties.”

1. **PURPOSE:** Lakeland desires to obtain orientation and mobility instruction services for three (3) students in the District to meet its special education needs, and Johnson agrees to provide such services under the terms set forth in this Agreement.
 - a. Without limiting the foregoing, Johnson warrants and represents that she has the adequate skills, training, licensure and experience to provide the Services described herein. Johnson will comply with all background checks, at Johnson’s cost, required by Lakeland prior to providing the Services.
2. **SCOPE OF SERVICE:** Johnson shall provide orientation and mobility instruction services customarily provided in a school district special education setting (“Services”). Services shall be 1 hour long for each student and shall be provided monthly during the school year.
3. **COMPENSATION:** Lakeland shall compensate Johnson at a rate of Sixty-Five Dollars (\$65.00) per hour for Services actually performed. Johnson shall invoice Lakeland monthly for services performed on or before the 10th of each month. Invoices shall be delivered to Lakeland’s Special Services Director and Lakeland shall remit payment within **30 days** of receipt of each invoice.
4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The Parties agree that Johnson is acting as an independent contractor with respect to the Services provided under this Agreement. Nothing in this Agreement shall be construed to create an employment relationship, partnership, joint venture, or agency relationship between the Parties. Lakeland shall be solely responsible for the supervision, direction, and control of its personnel providing the Services.
5. **TERM:** This Agreement shall commence on March 18, 2026, and shall remain in effect through June 4, 2027, unless earlier terminated in accordance with this Agreement.
6. **TERMINATION:** This Agreement may be terminated as follows:
 - a. **By Either Party for Convenience:** Either Party may terminate this Agreement upon 14 days’ written notice to the other Party.
 - b. Upon termination, Lakeland shall pay Johnson for all Services performed through the effective date of termination.
7. **COMPLIANCE WITH LAWS:** Johnson shall perform the Services in compliance with all applicable federal and state laws and regulations, including but not limited to the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, and applicable Idaho laws and rules.
8. **CONFIDENTIALITY:** Johnson shall maintain the confidentiality of all student records and personally identifiable information in accordance with the Family Educational Rights and Privacy Act (FERPA) and all other applicable privacy laws.

- 9. **INDEMNIFICATION:** Each Party shall be responsible for its own acts and omissions and those of its officers, employees, and agents, to the extent required by Idaho law. Nothing in this Agreement shall be construed as a waiver of any immunities or defenses available under the Idaho Tort Claims Act or other applicable law.
- 10. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.
- 11. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements or understandings, whether written or oral.
- 12. **AMENDMENTS:** This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.

AUTHORIZATION: The individuals signing below represent and warrant that they are authorized to bind their respective school districts to the terms of this Agreement.

LAKELAND JOINT SCHOOL DISTRICT NO. 272

By: _____

Name: _____

Title: _____

Date: _____

TINA JOHNSON

By: _____

Name: _____

Title: _____

Date: _____