

**Kristen D. Kelly, OTR/L**  
**Service Contract for Occupational Therapy Service**  
**School Year 2014-2015**

This Service Contract is an agreement between Kristen D. Kelly, Occupational Therapist, 207 Dudley Pike, Edgewood, KY 41017 (KKelly) and Southgate Independent Schools, 6 William F. Blatt Avenue, Southgate, KY 41071 (SoG)

WHEREAS, SoG has certain statutory and regulatory duties related to the provision of educational services to students, including those identified as having special educational needs; and

WHEREAS, the provision of educational services to such students requires, from time to time and on a continuing basis, that SoG utilize the services of a Occupational Therapist (OT), along with related OT specialists and OT equipment; and

WHEREAS, SoG desires to secure the services of KKelly as OT, to provide and direct the provision of OT and related services on behalf of SoG as necessitated by stature and regulation, or otherwise; and

WHEREAS, KKelly has agreed to provide those services in accordance with the terms and provisions set forth in this Service Contract;

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, which each party specifically acknowledges, the parties agree as follows:

A. SoG agrees to:

1. Pay KKelly for OT services delivered to or on behalf of students with disabilities enrolled in SoG Districts, as identified by the school's Director of Special Education, to include but not be limited to evaluations, Individual Education Plan (IEP) reviews, IEP and other related reports, consultations, attendance at ARC meetings, provision of teacher training or parent training, and all related record keeping, at the rate of \$62 per hour, recorded in 15 minute intervals.
2. Pay KKelly for such OT services delivered during the period of August 1, 2014-May 30 2015, on academic dates reflected on the Districts' School Calendars adopted by SoG, and excluding school holidays and in-services days. "Extended School Year" dates require a separate contract agreement.

3. Pay KKelly for her supervision of Therapy Aides, Certified Occupational Therapy Assistant (s), subordinate Occupational Therapist(s), Occupational Therapy Students, and attendance at staff meetings (prior approval required by district DoSE). The OT supervision and/or staff meetings may occur on regular school days, in-service days or planning days.

4. Reimburse KKelly for materials needed to facilitate required professional development, and for the pre-approved purchase or lease of equipment needed in the provision of the services required under the terms of this Service Contract, such as evaluation test kits, manuals, adaptive classroom tools, etc. Pre-approval of such purchases or leasing shall be from the SoG Director of Special Education or the Director of Special Education's superior(s). These purchases shall become the property of SoG Schools.

5. Reimburse KKelly for travel time to another school/home within the SoG district.

6. Time sheets and invoice will be received by SoG by the 10th of each month. Payment will be made to KKelly by the 30th of the month.

7. Notify KKelly of meetings requiring OT reports 2 weeks in advance in order to provide enough time to assess the student for needed data for the report.

B. KKelly agrees to:

1. Provide OT services to students with disabilities enrolled in the SoG Districts, as identified by the districts' Director of Special Education, and perform all related record keeping, for the period between August 1 2014-May 30 2015, on academic dates reflected on the Districts' School Calendars adopted by SoG, and excluding school holidays, in-service days and extended school year dates.

2. Maintain confidentiality of student records and OT records in accordance with SoG policy, and all state and Federal statutes and regulations.

3. Provide timely written evaluation reports, progress reports, and maintain ongoing therapy treatment notes. Evaluation reports will be provided within 30 SCHOOL DAYS from referral date. Progress reports will be provided yearly in conjunction with yearly ARC's.

4. Maintain professional liability insurance to cover any errors or omissions stemming from contact with any and all Districts' students serviced under the terms of this Service Contract. Occupational Therapist will purchase a professional liability insurance policy to cover herself. This policy must be effective on or before her first day of work. A copy will be given to the DoSE annually along with a copy of her licensure.

5. Comply with all state and Federal educational statutes and regulations, including those related to OT practice and licensure requirements.

#### TERM OF SERVICE CONTRACT

This Service Contract shall be for a term of one year, retroactive as needed based upon the date of execution, from August 2014 through May 30 2015, and may be renewed through mutual agreement of the parties for consecutive one-year periods. Working an "Extended School Year" for districts will require a separate contract agreement.

#### TERMINATION OF SERVICE CONTRACT

In the event of breach of terms of this Service Contract, the non-breaching party shall have the right to terminate and cancel this agreement upon thirty (30) days notice served upon the breaching party, which notice shall describe with particularity the event or circumstances of breach. Likewise, either party shall have the right to terminate this Service Contract even absent perceived breach, upon sixty (60) day written notice to the other party. In the event that circumstances adversely affecting the health and safety of students, or in the event of fraud, either party shall have the right to immediate cancellation and termination of this agreement upon the provision of written notice to the other party, which notice shall describe with particularity the circumstances adversely affecting the health and safety of students or with constitute fraud. Notice under this provision of the Service Contract is deemed serviced or provided when hand-delivered to the other party, or three (3) days following deposit of same for transmittal by First Class United States Postal Service mails, at the address first listed for each party herein above.

#### INDEPENDENT CONTRACTOR

KKelly shall be considered for all legal purposes as an independent contractor, and not an employee of SoG. Aside from the aforementioned obligations to provide for the OT requirements of each individual IEP, and to honor each request for evaluation or consultation by the Director of Special Education or the Director's designee, KKelly shall be solely responsible for the manner in which OT services and related services are provided, including the direction of any subordinate employees or agents of KKelly used for provision of such services. KKelly shall be solely responsible for compliance with all state and Federal

regulations governing the payment of taxes on the consideration provide herein, and for the payment of any wages to subordinate employees or agents of KKelly.

#### ENTIRE AGREEMENT

This Service Contract represents the entire agreement of the parties respecting the provision of the services and consideration reflected herein, and any and all prior communications, whether written or oral, regarding the obligations and rights set forth in this Service Contract or the consideration to be paid herein, are hereby incorporated into this Service Contract.

#### GOVERNING LAW AND CONSTRUCTION OF SERVICE CONTRACT

This Service Contract shall be interpreted according to the substantive laws of the Commonwealth of Kentucky.

WHEREFORE, the parties hereto having acknowledged that they have read and understand the foregoing provisions of this Service Contract, and reflecting by their signatures heron their intent to be so bound, do hereby further state that they have the authority to execute this Service Contract and by so executing this contract to bind themselves, their principals and affiliates, and accordingly sign as follows:

Signatures:

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Kristen D. Kelly, OTR/L

Occupational Therapist

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Southgate Independent Schools

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Witness

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Witness

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Date

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Date