

MEMO

To: Greg Duty, Superintendent
FR: Marlene Jones, Director of Special Education
DATE: July 11, 2016
RE: PT Contract for SY2016-2017

In accordance with the Individuals with Disabilities Act, IDEA, identified students that require therapy in order to develop and improve in the areas of academic and functional performance must be provided with services as indicated on their Individual Education Plan (IEP).

Attached you will find a contract for services for the upcoming school year.

Thank You!

Service Contract for Physical Therapy Service

School Year 2016-2017

This Service Contract is an agreement between Christine Roaden, Physical Therapist, 10561 Cotswold Way, Covington, KY 41015 (Roaden) and Southgate Independent Schools, 6 William F. Blatt Avenue, Southgate, KY 41071

WHEREAS, Southgate Schools 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 Southgate Schools utilize the services of a Physical Therapist (PT), along with related PT specialists and PT equipment; and

WHEREAS, Southgate Schools desires to secure the services of Roaden as PT, to provide and direct the provision of PT and related services on behalf of Southgate Schools as necessitated by stature and regulation, or otherwise; and

WHEREAS, Roaden 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. Southgate agrees to:

1. Pay Roaden for PT services delivered to or on behalf of students with disabilities enrolled in Southgate, as identified by Southgate'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 \$62.00 per hour.

2. Pay Roaden for such PT services delivered during the period of July 1, 2016-June 30 2017, on academic dates reflected on the Southgate School Calendar adopted by the Southgate Board of Education, and excluding school holidays and in-services days.
3. Pay Roaden for her supervision of Certified Physical Therapy Assistant (s), subordinate Physical Therapist(s), and attendance at OT and PT staff meetings. The PT supervision and/or staff meetings may occur on regular school days, in-service days or planning days.
4. Reimburse Roaden 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 Southgate Director of Special Education or the Director of Special Education's superior(s).

B. Roaden agrees to :

1. Provide PT services to students with disabilities enrolled in Southgate, as identified by Southgate's Director of Special Education, and perform all related record keeping, for the period between July 1 2016-June 30 2017, on academic dates reflected on the Southgate School Calendar adopted by the Southgate Board of Education, and excluding school holidays and in-service days.
2. Maintain confidentiality of student records and PT records in accordance with Southgate's policy, and all state and Federal statutes and regulations.
3. Provide timely written evaluation reports, IEP reports, and maintain ongoing therapy notes.
4. Submit time sheets and receipts evidencing payment, as a basis for payment or reimbursement hereunder, not later than seven (7) business days prior to any regularly-scheduled meeting of the Southgate Board of Education at which she will seek payment or reimbursement.
5. Maintain professional liability insurance to cover any errors or omissions stemming from contact with any and all Southgate students serviced under the terms of this Service Contract.

6. Achieve and direct compliance with all state and Federal educational statutes and regulations, including those related to PT practice and licensure requirements.

7. Provide a copy of her current licensure at the time of execution of this Service Contract, and at any time the same may be requested of the Director of Special Education.

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 July 2016 through June 30 2017, and may be renewed through mutual agreement of the parties for consecutive one-year periods beginning July 1 of the year of expiration and continuing through until June 30 of the following year.

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 hereinabove.

INDEPENDENT CONTRACTOR

Roaden shall be considered for all legal purposes as an independent contractor, and not an employee of the Southgate Board of Education or its related Schools. Aside from the aforementioned obligations to provide for the PT 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, Roaden shall be solely responsible for the manner in which PT services and related services are provide, including the direction of any subordinate employees or agents of Roaden used for

provision of such services. Roaden 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 Roaden.

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. For the purposes of interpretation, neither Roaden nor Southgate shall be Designated as the drafter of this Service Agreement.

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:

Christine Roaden

Southgate Board of Education

Witness

Witness

Date

Date