

## CONTRACT FOR SPEECH LANGUAGE THERAPY SERVICES

Dayton Independent School District, "SCHOOL", hereby contracts with Rebecca Frisch, MA/CCC-SLP, "PROVIDER" to provide speech language services to the Dayton Independent School District.


1. The PROVIDER shall provide on-site speech/language services for 122 days as well as mandated documentation on or off-site (793 hours combined total) during the 2016-2017 school year. The parties may increase the PROVIDER' S time by mutual agreement between the parties.
2. SCHOOL shall pay PROVIDER \$62.50 per hour.
3. Additional service time may be added to the contract to increase time/services provided, by mutual written agreement, in advance.
4. PROVIDER shall bill the SCHOOL by the 30th of each month for services provided during the previous month.
5. SCHOOL shall pay such bill within 30 days of billing.
6. PROVIDER shall maintain malpractice insurance and will be responsible for Social Security and Income Tax withholding. SCHOOL is not responsible for workers compensation insurance or any other obligation which SCHOOL would ordinarily be responsible for an employee.
7. PROVIDER shall provide speech/language services for up to 42 preschool students, for students with service frequencies of up to 3 days per week. PROVIDER shall:
  - a. Perform mass and/or scheduled screenings and monitor data for speech/language RTI for students with an identified communication concern.
  - b. Perform speech and language evaluations for identified preschool students, as required by IDEA.
  - c. Develop and implement IEPs for preschool students who qualify for speech and/or language services, according to ARC decision and KY Eligibility Guidelines.
  - d. Make written recommendations regarding service delivery, student's needs and possible goals to the ARC for committee consensus.
  - e. Attend meetings for students under the PROVIDER'S care, such as IEP meetings and conferences, given adequate notice, as she is able.

- f. Prepare and maintain appropriate records and reports for all students under the PROVIDER'S care, which may include IEPs, progress reports, notes and data on students, and Medicaid billing requirements.
  - g. Provide indirect services such as monitoring and consultation/training of staff, for students under the PROVIDER'S care.
  - h. Follow ASHA guidelines and all state and federal regulations concerning IDEA and confidentiality.
  - i. Follow federal law, state law and district policies .
  - j. Follow all directions of the special education director or other designated administrator.
8. SCHOOL shall provide necessary screening/testing materials and any materials required or stipulated to implement the IEP and/or maintain records.
  9. PROVIDER shall provide a laptop or tablet for electronic record keeping. She may also provide optional therapy materials when and as appropriate. Pursuant to their obligations under the Family Education Rights and Privacy Act ("FERPA"), the Parties hereby acknowledge that in the course of PROVIDER providing services, SCHOOL may disclose to PROVIDER student identifiable data and other education records, pursuant to 34 CFR §99.31(a)(1)(i)(B). PROVIDER agrees and warrants that she is a contractor to whom SCHOOL has outsourced institutional services or functions and is therefore considered a school official under 34 CFR §99.31(a)(1)(i)(B). PROVIDER further agrees and warrants that (1) the services she will provide pursuant to this Contract are institutional services or functions for which SCHOOL would otherwise use employees; (2) PROVIDER is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) PROVIDER is subject to the requirements of 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from education records.
  10. Nothing in this Contract shall be construed to imply that an employer-employee relationship exists between PROVIDER and SCHOOL. Nothing in this Contract shall be interpreted to mean that PROVIDER is an agent or an employee of SCHOOL. PROVIDER does not have any right or authority to create or assume any obligation of any kind, express or implied, on behalf of SCHOOL or bind SCHOOL in any respect whatsoever.
  11. Either party to this Contract may cease all obligations of this Contract and cancel this Contract for any reason by providing 30 days advance written notice to the other party.
  12. This Contract is intended for the sole benefit of the SCHOOL and the PROVIDER and no other person or entity shall be entitled to rely upon this Contract to confer any benefit upon the person or entity. There are no third party beneficiaries to this Contract. The parties hereto specifically agree and acknowledge that nothing in this Contract shall place any obligation on the SCHOOL in favor of any other person or entity, other than PROVIDER.
  13. This Contract shall be governed by, and construed and interpreted in accordance with the laws of the Commonwealth of Kentucky.

This term of this Contract is July 1, 2016 to June 30, 2017.

I ACCEPT THE TERMS SET FORTH IN THIS AGREEMENT DATED THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY:  DATE: 8.11.2016  
Rebecca C. Frisch, MA/CCC-SLP  
Independent Contractor

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jay Brewer, Superintendent  
Dayton Independent Schools