

## CONTRACT

This CONTRACT, made and entered into this 13 day of August 2018, by and between the BOARD OF EDUCATION OF ANDERSON COUNTY, KENTUCKY, a public body politic and corporate ("Anderson County BOE"), 1160 Bypass North, Lawrenceburg, KY 40342, and the BOARD OF EDUCATION OF MERCER COUNTY, KENTUCKY, a public body politic and corporate ("Mercer County BOE"), 530 Perryville Street, Harrodsburg, KY 40330,

WHEREAS, the Mercer County BOE desires to provide physical therapy (PT) services to students enrolled in the Mercer County Schools for the 2018-19 school year who have been categorically identified with a disability needing PT as a related service as set out on the student's individual education plan (IEP) for the 2018-19 school year or part thereof;

WHEREAS, the Anderson County BOE does for the 2018-19 school year have employed a certified PT service provider who has the appropriate and necessary qualifications and certification to deliver direct or consult PT services;

WHEREAS, the Mercer County BOE has determined this CONTRACT is warranted for the purpose of affording students enrolled in the Mercer County Schools the opportunity in the 2018-19 school year to receive PT services from a qualified and certified physical therapist employed by the Anderson County BOE,

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants hereinafter contained, the Anderson County BOE and the Mercer County BOE do agree as follows:

1. TERM.

A. This CONTRACT will become effective on the date of the last signature herein below and continue for the duration of the 2018-19 school year (June 30, 2019) subject to being terminated by either party as provided for herein below and subject to being renewed

and renegotiated as necessary for the 2019-20 school year provided notice is given in writing on behalf of the Mercer County BOE of such intent not later than May 1, 2019.

2. AVAILABILITY OF TEACHER OF PT STUDENTS.

A. The Anderson County Schools has identified a physical therapist who is voluntarily willing under her contract of employment with the Anderson County Schools to travel to Mercer County Schools to provide PT services for students enrolled in the Mercer County Schools pursuant to the terms of this CONTRACT.

3. SERVICES.

A. The PT services will be provided by the physical therapist in any school facility of the Mercer County Schools where a special needs student has been determined at an admissions and release committee (ARC) meeting to, based upon data, meet eligibility requirements to receive the related service of PT.

B. The physical therapist will plan for and provide services for each identified student such physical therapy consistent with the IEP developed through the ARC process.

C. The physical therapist will conduct assessments in the area of PT to the extent requested and the time limitations scope of this CONTRACT will reasonably allow.

D. The physical therapist will collect, maintain, and make available data collected on each student serviced with PT to such employees of the Mercer County Schools determined to be in a need to know position as well as the parents or legal guardians of each student.

E. The physical therapist will attend ARC meetings for each student served absent being excused from attendance as permitted by law.

F. The physical therapist will work in conjunction with teachers, both special education and regular education employed by the Mercer County Schools, to assist with delivery of educational services to categorically identified disabled students consistent with the IEP in place for each student.

G. The physical therapist will work with members of a duly constituted ARC in the writing of IEPs and the identification of PTEquipment to be considered for purchase using the purchase order process required by the Mercer County Schools with all equipment to remain the property of the Mercer County Schools.

H. The Mercer County Schools will provide the physical therapist with materials and equipment determined appropriate by an ARC as to each student receiving PT services.

I. The Mercer County Schools will provide the physical therapist a copy of the IEP and other educationally relevant information as to each student served under this CONTRACT.

4. REIMBURSEMENT OF SALARY AND PAYMENT OF EXPENSES.

A. The physical therapist at all times will be an employee of the Anderson County Schools. The physical therapist will provide services to students in the Mercer County Schools not less than two (2) six (6) hour school days per week in accordance with the school calendar for the Mercer County Schools. The physical therapist will keep documentation of the amount of time PT services have been provided for the benefit of students under this CONTRACT with a copy of the documentation being provided on a weekly (or part of) basis to the Director of Special Education for the Mercer County Schools and Director of Special Education for the Anderson County Schools. The amount of time by hour or portion thereof the physical therapist has expended for the attendance of ARC meetings, involvement in the assessment process or other time expended directly relating to a student enrolled in the Mercer County Schools, will be documented and provided to each Director of Special Education. If the collective amount of time expended by the physical therapist is foreseen as being likely to exceed forty-eight (48) hours per school month, the physical therapist will notify in writing as soon as reasonably possible each Director of Special Education to receive prior approval to exceed forty-eight (48) hours per school month from each School District. The Anderson County Schools will submit to the Board of Education of Mercer County on a monthly basis a statement for reimbursement at the rate of Three Hundred Thirty-four Dollars and Twenty-three Cents (\$344.23) per school day for the time expended by the physical therapist in providing services under this CONTRACT for students enrolled in the Mercer County Schools. The billing statement from the Anderson County Schools to the Board of Education of Mercer County will also seek reimbursement for mileage incurred by the physical therapist beginning at the Anderson County Schools' Central Office to any school facility of the Mercer County Schools where professional services have been provided under this CONTRACT at the rate under Anderson County BOE Board Policy 03.125 and Administrative Procedures.

5. MISCELLANEOUS.

A. The Anderson County BOE and the Mercer County BOE will provide a copy of this CONTRACT to its respective workers' compensation, general liability, and professional services liability insurance carriers.

B. The physical therapist will be provided a copy, or provided information so as to be able to access electronically, the Board Policies and Administrative Procedures, as well as Student Discipline Code, for the Mercer County Schools.

C. The Mercer County BOE and the Anderson County BOE, by and through its superintendent/designee, shall take reasonable action to assure there is no discrimination under this CONTRACT against any individual on the basis of race, color, national origin, sex, religion, genetic information, sexual identity, or disability.

D. The Mercer County BOE and the Anderson County BOE agree this CONTRACT is terminable at any time by either party, with or without cause, upon written notice to the other at least ten (10) school days prior to the effective date of such termination.

E. This CONTRACT contains all of the terms agreed upon by the two (2) boards of education with respect to the subject matter of this CONTRACT and supersedes all prior

agreements, arrangements and communications between the boards of education concerning such subject matter, whether oral or written.

F. If, during the term of this CONTRACT, it is found that a specific provision or language used is illegal under Federal or State law, the remainder of the CONTRACT not affected by such ruling or determination shall remain in force.

G. This CONTRACT has been executed in the Commonwealth of Kentucky and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

H. Attached hereto and marked as Attachment A is a statement of voluntary consent signed by the physical therapist employed by the Anderson County Schools to be assigned to provide the services in the manner and under the provisions specified in this CONTRACT.

IN WITNESS WHEREOF, the Board of Education of Mercer County and the Board of Education of Anderson County have authorized this CONTRACT to become effective on the date stated herein above.

BOARD OF EDUCATION  
OF MERCER COUNTY

BY: \_\_\_\_\_  
Authorized Representative

Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Date of Board Approval: \_\_\_\_\_

BOARD OF EDUCATION  
OF ANDERSON COUNTY

BY: Sheila Mitchell  
Authorized Representative

Name Printed: Sheila Mitchell

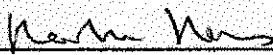
Date: 8/13/18

Date of Board Approval: \_\_\_\_\_

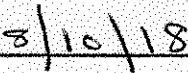
**Attachment A  
Contract**

**Board of Education of Anderson County and Board of Education of Mercer County**

As the Physical Therapist employed by the Anderson County Schools, I voluntarily consent to being assigned to providing the services in the manner and under the provisions specified in this contract between the Board of Education of Anderson County and the Board of Education of Mercer County.



Signature  
Heather Harris  
Physical Therapist



Date

