

CONTRACT

This CONTRACT, made and entered into this 15 day of July, 2019, 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 is obligated to provide for certain students enrolled in the Mercer County Schools for the 2019-20 physical therapy (PT) consistent with an identified disabled student's individual education plan (IEP) by a physical therapist having the appropriate and necessary qualifications and certification for providing school-based physical therapy;

WHEREAS, the Anderson County BOE does for the 2019-20 school year have employed a physical therapist who has the appropriate and necessary qualifications and certification to provide school-based physical therapy;

WHEREAS, the Mercer County BOE has determined this CONTRACT is warranted for the purpose of affording identified disabled students under the Individuals with Disabilities Act (IDEA), as amended, who have been determined to need the related service of PT enrolled in the Mercer County Schools to receive PT from a qualified and certified physical therapist employed by the Anderson County BOE who has appropriately been the subject of required background checks,

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 2019-20 school year (June 30, 2020) subject to being terminated by either party as provided for herein below.

2. **AVAILABILITY OF PHYSICAL THERAPIST.**

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 for students consistent with their IEP 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 in the Mercer County Schools as needed.

B. The physical therapist will plan for and provide PT for any student consistent with their IEP developed through the admissions and release committee (ARC) process.

C. The physical therapist will conduct PT assessments as determined by an ARC to be necessary for a student.

D. The physical therapist will collect, maintain, and make available data collected on each disabled student served 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 the student (to the student if eighteen (18) years of age) receiving PT services.

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, and other employees of the Mercer County Schools to assist with delivery of educational services to disabled students consistent with the IEP in place for a student.

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

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 providing services under this CONTRACT at all times will be an employee of the Anderson County Schools. The identified physical therapist will be an independent contractor with the Mercer County Schools. The physical therapist will be present in the Mercer County School District to provide PT to students or other services as called for under this CONTRACT two (2) instructional days, calculated as not less than six (6) clock, hours per day, per week in accordance with the school calendar for the Mercer County Schools. The physical therapist will keep documentation of the amount of clock hour time services under this CONTRACT have been provided for the benefit of students 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 (40) 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 (40) hours per school month from each School District. The Anderson County Schools will submit to the Board of Education of Mercer on a monthly basis a statement for reimbursement at the rate of Three Hundred Eighty-six Dollars and Eighty-five Cents (\$386.85) per not less than six (6) hour day for the time expended by the physical therapist in providing services under this CONTRACT for students enrolled in the Mercer County Schools. The total 2019-20 school year reimbursement amount under this CONTRACT is Seventy-one Thousand Nine Hundred Fifty-three Dollars and Forty-five Cents (\$71,953.44). 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 Mercer County BOE will provide a copy of this CONTRACT as necessary to its 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 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, or disability.

D. The Mercer County BOE and 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 and be deemed to have been entered into in Anderson County, Kentucky.

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 providing the PT services in the manner and under the provisions specified in this CONTRACT.

IN WITNESS WHEREOF, the Board of Education of Mercer County and Board of Education of Anderson County have authorized this CONTRACT to become effective as 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: July 19, 2019

Date of Board Approval: 7-15-19