

SERVICE CONTRACT BETWEEN  
NEWPORT BOARD OF EDUCATION AND Terry Miller, School Psychologist

This agreement is between the Newport Board of Education, referred to as the First Party and Terry C. Miller, hereafter referred to as the Second Party.

- I. In consideration for the services described below, the First Party agrees to:
  - a. Reimburse the Second Party for delivery of school psychology services for the Newport Independent School District for the 2020-2021 school year at the daily rate of \$319.70, working up to 110 days and not to exceed \$35,167.00 per year.
  - b. Said reimbursement for school psychology services from August 2020, the first day of school until the last day of school in May or June, 2021. Reimbursements will follow the district's payroll schedule which will be provided to the Second Party prior to the beginning of the school year.
- II. The Second Party agrees to provide the First Party with the following services:
  - a. Administration of Evaluations and Assessments may include, but not limited to: Psychological Evaluations, Academic Assessments, Functional Behavioral Assessments, Tier 2 & Tier 3 Response to Intervention for Social Emotional Wellness & Mental Health Therapy, Behavioral Classroom Observations, etc. Upon request attendance at parent consultation meetings, ARC meetings and PLC meeting may be required.
  - b. Clinical services may be delivered by practitioners through Telehealth from a distance via electronic communications.
  - c. All assessments will be in compliance with Kentucky Administration Regulations and IDEA certifying children with disabilities.
- III. The Second Party agrees to State and District Requirements to satisfy Contract.
  - a. The Newport School Board of Education requires all employees, contractors, and interns to submit to a criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation. Fingerprints shall be obtained on an applicant's fingerprint card provided by the Department of Kentucky State Police. The results of the criminal background check will be sent to the hiring superintendent. Any fee charged shall be no greater than the actual cost of processing the request and conducting the search. Finger printing can be obtained at the superintendent's office in the Newport Welcome Center. Newport Board of Education charges \$32.00 for the background check and fingerprints. If you have completed a background check and finger printing at another district please submit a copy with your application/contract. ***You are only required to submit to a Criminal Background check once. If you are involved in or commit a criminal offense it is your responsibility to inform the district. Failure to comply will result in termination of this contract and your employment within the district.***

- b. The Newport Board of Education requires all prospective employees of public schools and their contractors who work in direct contact with children submit to a (Child Abuse) Background Check in accordance with the passage of SB 101 (2018). The Central Registry Check form can be downloaded from The Cabinet for Health and Family Services (CHFS) website. A check or money order made payable to the "Kentucky State Treasury" in the amount of ten dollars (\$10.00) must accompany your request to process the Child Abuse Neglect Check. Please follow complete instructions on the form. Persons applying for a certified, classified or contractual position within the Newport Independent School District must present the superintendent with a letter from the Cabinet for Health and Family Services stating you are clear to hire and there are no findings of substantiated child abuse or neglect. ***You are only required to submit to a Child Abuse Background Check once. If you are involved in a child abuse offense it is your responsibility to inform the district. Failure to comply will result in termination of this contract and your employment within the district.***
- c. The Newport Board of Education has contracted Safe Schools by Vector Solutions to streamline staff safety and compliance training with a web-based automated system. You are required to complete specific training courses in accordance to the district's Safe School policies prior to the first day of school. Courses required by the district include, but are not limited to Restraint and Seclusion, Bloodborne Pathogens Exposure Prevention, FERPA: Confidentiality of Records, Emergency Management: Evacuation Planning for Students with Special Needs, Safety in the Classroom and others to be determined for educators who support students with exceptionalities.
- d. *(Note: This management tool may or may not require your attention. This is pending certification/license compliance.)* The Newport Independent School District subscribes to Kentucky School Board Association's (KSBA) Medicaid Reimbursement Program to manage special education related services and maintain IDEA compliance. The use of custom software – ezEdMed is a time saving management tool that maximizes Medicaid reimbursements for special education services such as speech and language therapy, occupational therapy, physical therapy, mental health therapy, nursing care, audiology, the purchase of assistive technology devices and special transportation. The service documents therapies delivered to the students and progress monitoring made toward student goals.
  - a. Mental Health therapies/evaluations delivered and the impact of services on student performance during the 2020-2021 school year shall be documented using ezEdMed and student progress monitoring.
  - b. Provider shall complete in-service training (CEU/EILA credit), webinar and video conferencing with easy-to-use reference manuals. Provider will also receive support

and consultation from Kentucky-based special education professional via toll free phone and email.

- c. New providers are required to attend all ezEdMed Trainings in order to execute the reimbursement program. Current providers are required to only attend trainings that are essential to the services they provide. You will be responsible for accurate documentation of all services provided to the special education student based on the service written in the IEP. Services are to be documented within **30 business days of delivery**. Payment for services documented in ezEdMed will be made within 30 business days. Incomplete or missing documentation will be addressed first by email and if not corrected following the email a meeting will be scheduled with the special education director.
- d. Evaluations – Medicaid allows providers to use snow days, Professional Development Days and PLC days for writing evaluations and analyzing the evaluation data. This does not include after regular school hours, weekends and holidays unless extended by KSBA during Non-Traditional Instruction (NTI).
- e. Providers shall participate in a Random Moment Time Study (RMTS) created by the Medicaid School Based Administrative Claiming (SBAC) program in an effort to recoup costs associated with administrative activities under the Individuals with Disabilities Education Act (IDEA).
- f. A change in a practitioner's License, certification or registration may disqualify the practitioner from covered Medicaid services. It is the responsibility of the therapist and or practitioner to submit a new license when a license expires during the contract period.

IV. Both Parties agree to:

- a. Uphold this contract during the **2020-2021** school year.
- b. Have the right to terminate the contract when provided thirty-day notice.
- c. Comply with state and federal regulations as may apply to this contract.

**Signatures:**

**First Party**

\_\_\_\_\_  
**Tony Watts, Superintendent**                      **Date**  
Newport Independent School District

**Second Party**

\_\_\_\_\_  
*Terry C. Miller*  
**Terry C. Miller**    **Date**  
School Psychologist

\_\_\_\_\_  
*Lisa Swanson*                      *6/29/2020*  
**Lisa Swanson, Director of Special Education**                      **Date**  
Newport Independent School District

## CONFIDENTIALITY AGREEMENT

**FERPA** is the *Family Educational Rights and Privacy Act*. This act prohibits the unauthorized release of personally identifiable information about a child, his/her educational records and unauthorized discussion about a child and his/her family by anyone who works in an educational setting. This does not prohibit the sharing of information about a child or their family that is necessary for you to carry out your job responsibilities.

- Sharing unauthorized information about children and their families is prohibited unless within the scope of your duties as a contracted employee of the District.
- Please use appropriate channels of communication for comments and concerns regarding students, their families, and employees of the District. If concerned about a student, family member or staff person or a situation you became aware of in the context of your duties, please speak with the director of special education, teacher, or principal. Do not discuss your concerns with others.
- Be a caring, supportive and professional member of our school team by respecting the rights and privacy of our children as well as fellow staff.
- Keep our schools safe by reporting student misbehavior that is a danger to that student or others.
- Parents have the right to inspect and review their children's educational records and can request copies of all of these records. If you are requested to share school records with a parent please consult with an administrator in your building before you do so.
- You are not required to share documents that are in the "sole possession of the creator" and "serve only as a private memo or reminder and are not shared with ANYONE other than the creator or a temporary substitute". This would include your case/client notes that are for your use only. If you share these notes with others, they become "open records" that must be shared with a parent/guardian who requests access to educational records.
- Parents may request an amendment of records that they consider "inaccurate, misleading, or in violation of the student's rights of privacy or other rights."
- Release of student information to others outside of our schools requires parental consent except in health and safety emergencies and to another school where a student is enrolled or intends to enroll.
- Parents are given annual notice in the *Code of Conduct* book that explains that "directory information" may be released by a school, unless the parent provides written notice to the school that this information may not be released. (*Directory information includes: name, address, telephone number, date and place of birth, major field of study, dates of attendance, class, participation in officially recognized activities and sports, degrees, and awards received and most recent educational institution attended by the student.*)
- Parental access rights transfer to adult students when they reach age of majority, age 18 in Kentucky.
- Notes concerning a student made by a staff member, retained by that person, and not shared with anyone are exempt from parental access.
- Under certain circumstances a state assigned social worker who is investigating child abuse or neglect reports may require certain information about a child or youth. The school principal will verify the authority of that person and instruct school staff to share verbal or written information about a child accordingly to comply with the law.
- When making a report to law enforcement authorities or social services, only the name, address, parent's name(s) in addition to the facts and circumstances may be shared. No additional information about the student's status may be shared at this time including: grade, disability status, disciplinary record, health status, description of behavior, etc. Additional information may be shared only when the court provides a subpoena or with written parental consent.

*I have reviewed these regulations on confidentiality and understand its implications with respect to my contract with the Newport Independent School District.*

Signature: \_\_\_\_\_

Date: June 5, 2020



**COMMONWEALTH OF KENTUCKY**  
**EDUCATION PROFESSIONAL STANDARDS BOARD**  
**FRANKFORT, KENTUCKY**

**CERTIFICATE FOR TEACHERS AND OTHER PROFESSIONAL SCHOOL PERSONNEL**

**THIS CERTIFIES THAT**      **TERRY CHARLES MILLER**

**201207512**

**CERTIFICATE NUMBER**

HAS COMPLETED A PROGRAM OF PROFESSIONAL PREPARATION AND IS HEREBY ISSUED THIS CERTIFICATE IN ACCORDANCE WITH SECTION 161 OF THE KENTUCKY REVISED STATUTES AND IN ACCORDANCE WITH THE LEGAL AUTHORITY OF THE KENTUCKY EDUCATION PROFESSIONAL STANDARDS BOARD.

**Code**

**Degree and Institution**

3797  
4961  
5054

National-Louis University  
Antioch College  
Wilmington College

Doctorate  
Master's  
Bachelor's

**RANK UNDER KRS 157.390:**

**1**

**07/01/2017**

VALID FROM THE INDICATED EFFECTIVE DATE TO EXPIRATION DATE FOR PROFESSIONAL SERVICES IN KENTUCKY SCHOOLS AS SHOWN BELOW. THIS DOCUMENT INCLUDES ALL CERTIFICATION CURRENTLY IN EFFECT FOR THE RECIPIENT AND SUPERSEDES ANY AND ALL CERTIFICATES PREVIOUSLY ISSUED.

**Code**

**Certification**

**Effective Date**

**Expiration Date**

**KEL**

Professional Certificate For Teaching In Elementary School,  
Primary Through Grade 5

07/01/2017

06/30/2022

**KIE**

Professional Certificate For Interdisciplinary Early Childhood  
Education, Birth To Primary

07/01/2017

06/30/2022

MUST COMPLETE THREE YEARS OF TEACHING EXPERIENCE OR 6 SEMESTER HOURS OF NEW GRADUATE CREDIT BY  
SEPTEMBER 1 OF THE YEAR OF EXPIRATION.

**SSP**

Standard Certificate For School Psychologist

07/01/2017

06/30/2022

RENEWAL REQUIRES COMPLETION OF 3 YEARS OF SCHOOL PSYCHOLOGIST EXPERIENCE AND 72 HOURS OF PROFESSIONAL  
DEVELOPMENT OR 6 SEMESTER HOURS OF GRADUATE CREDIT APPROPRIATE FOR THE SCHOOL PSYCHOLOGIST POSITION BY  
SEPTEMBER 1 OF EXPIRATION YEAR

IT IS THE RESPONSIBILITY OF THE CERTIFICATE HOLDER TO MAINTAIN THE VALIDITY OF THIS CERTIFICATE. (Renewal requirements printed above)

(See reverse side for the Professional Code of Ethics)

**DATE OF TRANSACTION:**

**12/01/2017**

**N Andrade**

*James W. Adams*

EXECUTIVE DIRECTOR  
EDUCATION PROFESSIONAL STANDARDS BOARD

TERRY CHARLES MILLER  
408 EAST 8TH STREET  
NEWPORT KY 41071

One copy of this document  
should be filed with the  
employer

Page 1 of 1

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