

**CAMDENTON R-III SCHOOL DISTRICT
MINUTES OF BOARD OF EDUCATION MEETING**

**Special Meeting – Camdenton High School Conference Room
August 22, 2016 – 7:15 a.m.**

Present:			
		Dr. Tim Hadfield	Superintendent
		Dr. Ryan Neal	Asst. Supt.
Selynn Barbour	Treasurer	Dr. Julie Dill	Asst. Supt.
Jackie Schulte	Member	Linda Leu	Secretary
Courtney R. Hulett	Member		
Laura Davis	Member		
Tom Williams	Member		
Absent:			
Chris C. McElyea	President		
Nancy A. Masterson	Vice-President		

I. CALL TO ORDER & RECITE PLEDGE OF ALLEGIANCE

The Camdenton R-III Board of Education met in Special Session in the Camdenton High School Conference Room on Monday, August 22, 2016. The meeting was called to order by Treasurer Barbour at 7:22 a.m. The pledge of allegiance was recited.

II. APPROVAL OF AGENDA

Special Meeting – August 22, 2016
Strategic Plan Goal Area – Stakeholder Engagement

Motion: Move to approve the agenda of the Special August 22, 2016, meeting as presented.
Schulte/Hulett - all ayes.

IV. BOARD WRAP-UP

This is an opportunity for the Board to report on upcoming meetings, meetings attended, registrations, and deadlines. The following items were discussed:

- Board Activity Calendar
- September Board Meeting Reports tentatively include: Buildings & Grounds Review, District Safety and possibly A+ Program/School to Work Report
- Board Retreat, September 27, 2016, 8:00 a.m.-Noon (lunch served), Board Room in Administration Office
- MSBA Annual Fall Conference – Sept. 29-Oct. 2, 2016. Registration deadline is September 2nd. Who is planning to attend and which general sessions will you attend?
Strategic Plan Goal Area - Stakeholder Engagement

No motion necessary.

V. EXECUTIVE SESSION

In compliance with State Statute 610.021 (closed meetings and closed records), move that the Board go into Executive Session for the following purposes:

- 1) Leasing, purchase or sale of real estate by a public governmental body (610.021)(2).
- 2) Hiring, firing, disciplining, or promoting particular employees (610.021)(3).
- 3) Individually identifiable personnel records, performance ratings, or records pertaining to employees (610.021)(13).

Strategic Plan Goal Area – Stakeholder Engagement, Facility Effectiveness and College & Career-Ready Curriculum

Motion: Move to adjourn to Executive Session.

Schulte/Hulett - Roll call vote: Schulte – aye, Davis – aye, Hulett – aye, Williams – aye, and Barbour – aye.

(Moved on agenda.)

III. APPROVE LAKE REGIONAL HEALTH SYSTEM SLP/OT AGREEMENT

As the district needs to meet the needs on the first day of school for speech the Board was asked to approve a Speech-Language Pathology/Occupational Therapy agreement with Lake Regional Health System.

Strategic Plan Goal Area – Stakeholder Engagement

Move to approve the SLP/OT agreement with Lake Regional Health System as presented.

Schulte/Hulett - all ayes.

VI. ADJOURN MEETING

Motion: Move that the meeting adjourn.

Schulte/Davis - all ayes.

Meeting adjourned at 7:33 a.m.

Chris C. McElyea - President of the Board

Linda Leu – Secretary of the Board

DRAFT

REHABILITATION SERVICES AGREEMENT

THIS AGREEMENT, made this 22nd day of August, 2016 by and between the following:

Service Provider: **Lake Regional Health System**
(hereinafter referred to as Hospital)

Recipient: **Camdenton Public School District**
(hereinafter referred to as SD)

SD is required to provide certain related services for students with disabilities residing within the district. These services include physical, occupational and speech therapy performed by duly licensed practitioners. At this time the SD has primary clinicians and is looking to contract secondary clinicians to service foreseeable secondary need. Secondary need is defined as any need not currently covered by primary clinicians or need above and beyond current service population or through currently contracted providers.

Hospital agrees to provide staff to provide necessary secondary occupational and speech therapy services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **SERVICES**

Hospital shall provide staff to do necessary evaluation and treatment of children of SD, including those whom the SD contracts to provide services, for occupational therapy and speech therapy services, including the following: provide a licensed speech pathologist and occupational therapist to be at District's disposal; said speech pathologist and occupational therapist shall be licensed in Missouri, and shall maintain national credentials; provide individual and group speech pathology services to students as required by their Individualized Education Program (IEP); provide consultative speech pathology and occupational therapy services to students as needed; provide written reports, collaborate with District staff and District speech pathologist during the IEP process and as needed.

2. **TERM**

This Agreement shall commence on _____ 2016, and shall remain in place

REHABILITATION SERVICES AGREEMENT
LRHS/Camdenton School District, Missouri

for the 2016-2017 school year, as defined by District's calendar. Either party may terminate this agreement at any time by providing the other party thirty (30) days written notice. Upon joint acceptance by the parties hereto, this agreement may be renewed for one or more future school years.

3. COMPENSATION

SD shall pay Hospital a fee of \$60 per hour for occupational therapy and speech therapy services provided by hospital staff. These charges shall apply to actual therapy services, record keeping, inservices, and any other actions related to services for SD incident to this Agreement without adjustment or reduction.

SD shall provide reimbursement for mileage for therapists for purpose of travel between school buildings and/or Hospital at the standard federal rate.

Hospital shall prepare monthly itemized billing statements for services performed each month. SD shall pay for services rendered within thirty (30) days of receipt of invoice. SD shall cooperate as Hospital may request to provide information for Hospital's regulators, auditors and other monitoring agencies.

4. CONTROL

The relationship created hereby between SD and Hospital is that of an independent contractor, and not that of employer-employee, principal agent, partnership or any other arrangement. Hospital at all times remains the employer of occupational and speech therapists providing services contracted for by SD. Hospital controls the means and methods by which this contract is performed. SD specifies the desired results and impacts on scheduling by control of student or qualified children availability, but such does not change the nature of this independent contractor arrangement.

5. RECORDS

All records made incident to services provided by Hospital's therapists shall be in their care, custody and control. Any records of Hospital relating to services provided pursuant to this Agreement shall be released only upon SD's written authorization. SD shall not release any information in its possession relating to any child's medical condition made by therapists incident to providing services hereunder without Hospital's written authorization, unless required to do so by state and federal regulations implementing the Individuals with Disabilities Education Act (IDEA) 20 U.S.C. Section 1400 et seq.

6. INSURANCE

The cost of professional and general liability insurance for Hospital's staff shall be borne by Hospital, who will upon request furnish proof of such coverage to SD. Hospital's current policy limits are \$2,000,000/\$6,000,000, and future coverage may not be less than this amount. SD agrees to maintain public liability insurance on all common areas and agrees to indemnify Hospital from all claims arising out of the use of public and common areas by patients of Hospital. SD will, upon request, furnish proof of this insurance to Hospital.

REHABILITATION SERVICES AGREEMENT
LRHS/Camdenton School District, Missouri

7. **PROGRESS REPORTS AND IMPLEMENTATION**

Hospital agrees to provide documentation of IEP implementation and IEP progress on a monthly basis or more frequently if requested by the SD.

8. **NON-DISCRMINATION**

Hospital shall not discriminate in the performance of this contract. No person, shall, on the grounds of race, age, color, sex, national origin, sexual orientation, or disability, be excluded from participation in or be denied benefits under this contract. The Contractor shall treat all students in compliance with and in accordance with Title VI of the Civil Rights Act of 1964 and other applicable civil rights laws.

9. **DEFENSE**

(a) Hospital therapists shall cooperate in the defense of the District in any child complaint filed with the Missouri Department of Elementary and Secondary Education regarding any individual student served by or consulted about under this contract, including providing information and documentation to the investigator, or to the District and the District's lawyer, as requested by the District.

(b) Hospital therapists shall cooperate in the defense of the District in any due process hearing proceeding filed with the Missouri Department of Elementary and Secondary Education regarding any individual student served by or consulted about under this contract, including providing information and documentation as requested by the District or its lawyer, as well as any necessary witness testimony.

(c) Hospital shall cooperate in the defense of the District in any complaint filed with the U. S. Department of Education's Office for Civil Rights regarding any individual student served by or consulted about under this contract, including providing information and documentation to the investigator, or to the District and the District's lawyer, as requested by the District.

(d) Hospital shall cooperate in the defense of the District in any proceeding or complaint filed with the Missouri Commission on Human Rights or court of competent jurisdiction, involving the work performed under this contract, including providing information and documentation to the investigator, or as requested by the District or its lawyer, as well as any necessary witness testimony.

10. **CONFIDENTIALITY**

Hospital shall comply with the confidentiality requirements of the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA).

11. **BACKGROUND CHECK**

Hospital shall comply with the District's requirements for background checks.

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12. MISCELLANEOUS

The following provisions are applicable to this agreement:

- (a) Amendment: This Agreement shall be amended only by a writing executed by both parties.
- (b) Incorporation: This Agreement incorporates all prior negotiations and understandings. There are no other understandings or agreements except as set forth herein.
- (c) Severability: If any term hereof is found to be illegal or unenforceable, such invalidity shall not affect the validity of remaining provisions.
- (d) During the term of this agreement and for one (1) year after its termination, neither SD, any subsidiaries, related parties, or rehabilitation services companies contracted by SD will attempt to induce any employee or contractor of Hospital to terminate his/her relationship with Hospital or knowingly employ any employee or contractor of Hospital unless agreed to by Hospital.

EXECUTED IN DUPLICATE ORIGINALS, each signed copy having the full force and effect of an original this 22nd day of August 2016.

LAKE REGIONAL HEALTH SYSTEM



Administrator, LRHS

8-18-18
Date

CAMDENTON SCHOOL DISTRICT



Administrator, Camdenton School District

8-22-18
Date