

Professional Services Agreement

THIS AGREEMENT is made this 1st day of July 2024, by and between Platte County R-3 School District (the "District"), and Patricia Moore, School Psychologist, at 5321 Spring Ave Kansas City, MO 64133 ("Independent Contractor").

WHEREAS, the District desires to engage the services of Independent Contractor to provide a school psychologist to complete assessment and consultation services as set forth in greater detail on the attached Exhibit "A," which is incorporated herein by reference ("Services"); and

WHEREAS, Independent Contractor wishes and agrees to provide such Services; and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter provided and intending to be legally bound hereby, the District and Independent Contractor covenant, promise and agree to the following terms and conditions:

ARTICLE 1 TERM

1.01 The term of agreement shall commence on the date first written above and shall continue until June 30, 2025, subject, however, to any prior termination of this Agreement as provided herein.

ARTICLE 2 SCOPE OF WORK

2.01 Independent Contractor shall provide the Services as described in greater detail on the attached Exhibit "A," which is incorporated by reference as if set forth at length herein.

2.02 Scheduling for Independent Contractor's Services shall be mutually agreed upon by and between the parties. Independent Contractor shall have the right to elect when to be on-site. Independent Contractor shall not be required to be on site on days and times when Independent Contractor has not elected to be on site. Independent Contractor shall not be required to accept, or provide Services for, any minimum number of cases for the District. Independent Contractor shall have the right to accept or to decline any case, proposed case, and/or Services in Independent Contractor's sole discretion.

2.03 Independent Contractor shall have and maintain all certifications, educational requirements, and/or licenses required to perform the Services assigned.

ARTICLE 3 COMPENSATION & INVOICE TERMS

3.01 As compensation for the Services, the Independent Contractor shall be entitled to compensation at a rate of \$75.00 per hour for services in-person, on site. The Independent Contractor shall be entitled to compensation at a rate of \$60.00 for Services provided virtually. Additional compensation is described in Exhibit A (see attached Exhibit A).

3.02 The District, in its sole discretion, will determine the nature and extent of the Services required for each assignment, and will thereafter work with Independent Contractor regarding scheduling.

3.03 Independent Contractor understands that nothing in this Agreement obligates the District to request and/or schedule any minimum number of evaluations, minimum number of hours per evaluation, or maximum number of hours of Independent Contractor's Services.

3.04 Within ten (10) calendar days following the end of each calendar month during the Term, or such other period of time mutually agreed upon by the parties hereto, Independent Contractor shall furnish to District an itemized invoice setting forth the Services provided and a total calculation for the costs of Services for the preceding month. Within (30) thirty calendar days after receipt of said invoice, the District shall pay Independent Contractor the amount of the total costs for the Services, provided that no portion of the invoice is disputed. If any portion of the invoice is disputed, the District may withhold payment on the disputed portion until the parties resolve the dispute.

3.05 At the conclusion of the calendar year, the District shall issue a Federal Tax Form 1099 to the Independent Contractor, reflecting the compensation paid for the preceding calendar year.

ARTICLE 4 EXPENSES, EQUIPMENT, & SUPPLIES

4.01 Equipment/supplies housed by District may be utilized by the Independent Contractor. The District agrees to provide all testing materials needed to complete evaluations to the Independent Contractor at no cost to the Independent Contractor. This includes, but is not limited to, test kits, test protocols, 2 iPads for assessment purposes, rating scales, and scoring software. The Independent Contractor will have access to District email, internet, printing, copying, and scanning as well as an access card to enter buildings and no cost to the Independent Contractor.

ARTICLE 5 CONFIDENTIALITY

5.01 Independent Contractor will follow privacy and confidentiality guidelines consistent with pertinent industry standards. Furthermore, Independent Contractor shall protect the confidentiality of all protected health information ("PHI") regarding any person who is or has received Services pursuant to this Agreement or otherwise in compliance with the Health Insurance Portability and Accountability Act ("HIPAA"), the federal Drug and Alcohol Confidentiality Law, 42 U.S.C. 290dd-2, and the regulations at 42 C.F.R. Part 2 (the "Part 2 Requirements"), the Family Educational Rights and Privacy Act (to the extent applicable) and any other applicable federal and state law. Any District confidentiality or non-disclosure agreements or policies must be provided by the District to Independent Contractor prior to the start of work.

ARTICLE 6 TERMINATION

6.01 Either the District or the Independent Contractor may terminate this Agreement with sixty (60) days' written notice to the other party of the intent to terminate the Agreement. This Agreement can be terminated for failure to perform or for convenience. Such written notice shall be sufficiently given if delivered in person or if mailed by certified United States mail, return receipt requested, addressed as follows:

If to District: Platte County R-3 School District
 Attn: Director of Special Education
 998 Platte Falls Road
 Platte City, MO 64079

If to Independent Contractor: Patricia Moore
 5321 Spring Ave
 Kansas City, MO 64133

6.02 Any unbilled work will be invoiced upon notice of termination and is payable pursuant to Section 3.04.

ARTICLE 7 CLEARANCES

7.01 Independent Contractor agrees that it shall provide to the District the following valid clearances and certifications for any individual who will be in direct contact with the District's students:

- 1) Federal Criminal History Records; and
- 2) Missouri Background Check

7.02 Independent Contractor shall be solely responsible for bearing any costs and/or fees associated with securing the aforementioned background checks.

ARTICLE 8 INDEMNIFICATION

8.01 The Independent Contractor agrees to indemnify, defend, release and hold harmless the District and its board members, directors, employees, agents and servants, from and against any and all losses, claims, demands, actions, causes of action, suits, judgments, injuries, liabilities, expenses, including reasonable attorneys' fees and court costs, asserted by any individual or entity arising (i) as a result of this Agreement and/or (ii) as a result of a breach by Independent Contractor of any of the terms or conditions of this Agreement.

8.02 This Article shall survive the termination or expiration of this Agreement with respect to any claims or liability accruing prior to such termination.

ARTICLE 9 GENERAL PROVISIONS

9.01 Independent Contractor: It is hereby understood and agreed that Independent Contractor, in performing this Agreement, is acting in the capacity of an independent contractor, and that Independent Contractor, in such capacity, is not an agent, servant, partner, or employee of the District. Independent Contractor shall be solely responsible to pay Independent Contractor's own federal, state, and local income taxes, and any and all other payments incurred by the Independent Contractor in the performance of this Agreement. None of the benefits provided by the District to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance are available from the District to the Independent Contractor for the Services provided by Independent Contractor pursuant to this Agreement. The Independent Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in name of the District or to bind the District in any way whatsoever.

9.02 Waiver of Consequential Damages: Independent Contractor waives claims against District for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement or Termination thereof.

9.03 Assignment: This Agreement may not be assigned absent express written consent of the District.

9.04 Insurance: Independent Contractor warrants it has in place appropriate liability and malpractice insurance with limits of at least One Million Dollars per occurrence. Upon reasonable request by the District, Independent Contractor shall furnish the District with a written certificate evidencing that the Independent Contractor has procured and paid for this insurance coverage and that the insurance coverage is in full force and effect. Independent Contractor represents that, as a sole proprietor, Independent Contractor is exempt from the requirement of workers compensation insurance under Missouri law. In the event that Independent Contractor ceases to be exempt from the requirement of workers compensation insurance, Independent Contractor shall promptly obtain such coverage and shall furnish the District with a written certificate evidencing that Independent Contractor has procured and paid for such insurance coverage and that such insurance coverage is in full force and effect.

9.05 Notification: If during the course of work any of the Independent Contractor's Services are considered by the District to be unsatisfactory, District will provide prompt written notice along with specific feedback for improvement of the Services.

9.06 Tobacco/Alcohol Use: Independent Contractor shall not smoke within the limits of the District's property boundaries or as otherwise required by Federal legislation, Title X, P.L. 103-227, Goal 2000, Educate America Act of 1994 as amended from time to time, including without limitation, 20 U.S.C.A. Section 6081, et seq., the Pro-Children Act of 1994. Nothing in the Educate America Act of 1994 or the codification of the same in the Pro-Children Act of 1994 shall preempt any provision of law of a state or political subdivision of a state that is more restrictive. Independent Contractor shall not possess or consume alcoholic beverages when within the limits of the District's property boundaries.

9.07 District Policies: Independent Contractor shall observe all applicable, publicly available District Board policies.

9.08 Counterparts: This Agreement may be executed in multiple counterparts and each counterpart shall be an original, and all counterparts, together, shall constitute this Agreement. For purposes of the foregoing, electronic signatures shall have the same force and effect as original signatures.

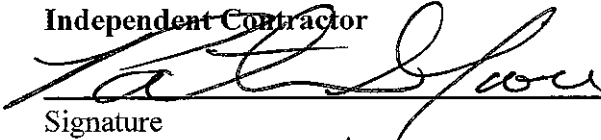
9.09 Entire Agreement: This Agreement constitutes the entire agreement between the District and Independent Contractor with respect to the subject matters of this Agreement, and supersedes all prior agreements, understandings, and letters related hereto.

9.10 This Agreement may not be modified, altered, or changed except upon express, written consent of both parties wherein specific reference is made to this Agreement.

Accepted and Agreed:

Independent Contractor

Platte County R-3 School District


Signature

Signature

Patricia Moore
Print Name

Print Name

Sole Proprietor
Title

Title

6/25/2024
Date

Date

EXHIBIT A

Exhibit A- Description of School Psychologist Services and Compensation

The essential functions of the Services are as follows:

Complete Evaluation:

- Conduct onsite or virtual direct assessments of the student's cognitive and/or academic functioning as outlined on the Review of Existing Evaluation Data/Evaluation Plan.
- Administer rating and input forms to parent and teacher(s) as outlined on the REED/Evaluation Plan.
- Consult with District staff e.g. school counselor, social workers, teachers, related service providers, administration.
- Direct observation of the student in the classroom and other educational settings, as necessary.
- Conduct a record review of student's current files.
- Write final reports summarizing data gathered and providing recommendations.

Consultation:

- Review of student records that do not lead to a full referral (3 hours maximum per student).
- Consultation with staff and/or parents regarding a student where a complete evaluation is not deemed necessary.
- Time spent completing tasks for a complete evaluation when a student leaves the school district and a complete evaluation cannot be finished.
- Pre-referral processes (Problem-Solving/MTSS team meetings, consulting with parents or staff related to an evaluation/reevaluation request, Early Intervention transition meetings, attending parent/teacher conferences)
- Providing staff with interventions/strategies for students (assisting with behavioral concerns, student de-escalation, modeling of intervention techniques)
- Manifestation Determinations (record reviews, paperwork, team consultation and team meetings)
- Providing staff with support in writing a functional behavioral assessment (FBA).
- Attending staff or team meetings or trainings.
- Consultation with building staff related to policies/procedures pertinent to evaluations/reevaluations.
- Reviewing a teacher-completed reevaluation report and summarizing results where no additional data is needed (maximum of 5 hours per report).
- Completing a Reevaluation Report to summarize and consider information contained in an Independent Educational Evaluation.
- Perform student observations, including but not limited to: time-sampling for specific behaviors (with or without an FBA), assist teacher with behavior intervention planning, and to assist in determining whether or not student should be referred for additional data/testing

The following table provides an overview of school psychological services and rates. Services are provided based on an hourly rate and will be billed in 30-minute increments.

SERVICE	DESCRIPTION	Virtual Rate	In-Person Rate
Evaluation Coordination (up to 2 hours)	Review of referral, coordinate, synthesis of data in report or assessment plan.	\$60/hr	\$75/hr
Review of Records (up to 2 hours)	Review school file (attendance, discipline, grades, work samples, current IEP or 504, previous evaluations. Summarize in Review of Existing Data Document.	\$60/hr	\$75/hr
Assessment- Cognitive (up to 2 hours)	Full Battery cognitive assessment includes administering, scoring and report writing	\$80/hr	\$95/hr
Assessment- Academic (up to 3 hours)	Includes multiple subject areas for reading, math, and/or writing. Includes scoring and report writing	\$60/hr	\$75/hr
Classroom Observation	In-class behavior observation, time-sampling procedure	\$60/hr	\$75/hr
Rating Scales	Any rating scale requiring parents, teachers, and students to answer questions up to 3 raters per scale	Flat fee- \$80 per instrument up to 3 raters	
School Requested Meeting (billed in 30-minute increments)	Any meeting requested by school staff, including problem solving meetings.	\$60/hr	\$75/hr
Additional Paperwork (billed in 30-minute increments)	Any paperwork outside of Psychoeducational Evaluation Report such as Prior Written Notices	Flat fee- \$30 per document for 30 minutes.	
Functional Behavioral Assessment (up to 3 hours)	Define problems, determine function, team collaboration, observe student, report	\$70/hr	\$85/hr
Parent Interview (billed in 30-minute increments)	Consultation with parents	\$60/hr	\$75/hr
School staff/teacher Interview (billed in 30-minute increments)	Consultation with school staff	\$60/hr	\$75/hr
Unplanned absences	In the event that a scheduled session is canceled with less than 24 hours notice to the school psychologist or does not occur due to absent staff, student, parent	Flat fee- \$30	