

**Cedar Hill Independent School District**  
**BOARD OF TRUSTEES**

Meeting Date: September 13, 2010

Presented by: Mr. Horace Williams, Superintendent of Schools

Subject: Renew and approve contract with Superior Pediatric Care

**Action Item**

**BOARD GOAL:**

Align the budget process to achieve district goals.

**BACKGROUND INFORMATION:**

This service is required to meet individualized educational program needs for students receiving Special Education Services.

**RECOMMENDATION:**

Renewal and approval of contract for Special Education Services with:

Superior Pediatric Care: approximately \$100,000.00 for Physical and Occupational Therapy services.

**BOARD ACTION REQUIRED:**

Motion to renew and approve contract with Superior Pediatric Care

**POLICY AUTHORIZATION:**

Purchasing CH-LEGAL

**CONTACT PERSON(S):**

Kellie Spencer, Director of Special Education

Jayshree Mehta, Assistant Superintendent of Business Services

**FUNDING SOURCE:**

State (199) & Federal (224) Funds

**ENCLOSURES:**

Under separate cover

## CONSULTING AGREEMENT

This Agreement is made effective as of the 28th day of July, 2010, by and between Cedar Hill Independent School District ("District"), P. O. Box 248, 285 Uptown Blvd., Bldg. 300, Cedar Hill, Texas 75104, and \_\_\_\_\_ ("Contractor"), Superior Pediatric Care, Inc.; 4830 South Freeway, Ft. Worth 76115 *[List address.]*

Contractor has education, experience, and training in the field of Physical and Occupational Therapy and is willing to provide services to the District based on this background.

District desires to have the following services provided by the Contractor: Physical and Occupational Therapy services

*[List the type of services as specifically as possible; identify the type of services that the Contractor can perform for the District under this Agreement for whatever projects are agreed to in writing to be performed pursuant to this Agreement.]*

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES:** Beginning on August 20, 2010 *[date services will first be provided]*, Contractor will provide the following services (collectively, the "Services"):

*Provide physical and occupational therapy services to students that have been identified by the ARD committee to require these services to successfully complete their educational IEPs. Services to include evaluations, treatment sessions, assistive technology assistance, training for students, educators and parents, preparation of documents for ARDs and attendance of ARDS when requested by ARD committee.*

*[Be as specific as possible, listing exactly what the Contractor is specifically going to do: include the what, when, where, and how.]*

**2. PERFORMANCE OF SERVICES:** The Contractor shall determine the specific details of the manner in which the Services are to be performed and will perform the services during days and times approved by the Special Education Administrator *[title of person]* of the District.

**3. PAYMENT:** The District will pay a fee to the Contractor for the Services based on \$60.00 per hour *[HOUR/DAY specify which]* not to exceed a total of \$100,000.00. While every attempt is made to give accurate hours of services needed, the not to exceed amount should not be construed to be a guarantee of either minimum or maximum since services are dependent upon actual need and available funding. This fee shall be payable monthly or after all services are performed, at the discretion of the District or as agreed in writing between the parties. Payment will be made only if the contractor has a valid W-9 on file and an invoice has been presented to the Accounts Payable Department listing services performed and approved by the department or campus receiving the service.

**4. EXPENSE REIMBURSEMENT:** The Contractor shall not unless otherwise approved by the Special Education Administrator *[SHALL/SHALL NOT specify which]* be entitled to reimbursement from the District for expenses. Expense reimbursement shall be limited to the State Travel Reimbursement as listed by the Texas Comptroller of Public Accounts.

**5. NEW PROJECT APPROVAL:** The Contractor and District recognize that the Contractor's Services may include working on various projects (i.e. performing services at different campuses or for different grade levels). The Contractor shall obtain the written approval of the District prior to the commencement of a new project under this Agreement, and the payment guidelines above will govern all projects. The total amount stated above in Paragraph 3 governs and cannot be exceeded for any one or all combined projects under this Agreement.

**6. TERM AND TERMINATION:** This Agreement shall be in effect for the length of time required to perform the Services but shall not exceed one fiscal year. The Agreement cannot be renewed and shall terminate automatically on the last day of the fiscal year unless otherwise provided in writing and signed by authorized representatives of both parties. Additionally, either party may terminate this Agreement by providing 30 days written notice.

**7. RELATIONSHIP OF PARTIES:** It is understood by the parties that Contractor is an independent contractor with respect to the District, and not an employee of the District. The parties shall be and are independent of each other, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. Neither party may assign this Agreement.

**8. RETURN OF RECORDS:** Upon termination of this Agreement, the Contractor shall deliver all records, notes, data, memoranda, models, and equipment of any nature that is in the Contractor's possession or under the Contractor's control that is District property or relates to District business.

**9. APPLICABLE LAW AND FORUM SELECTION:** This Agreement shall be governed by the laws of the State of Texas. Any litigation arising from this Agreement shall be filed in State District Court in Dallas County, Texas.

**10. RESPONSIBILITY, INDEMNIFICATION, AND ATTORNEYS' FEES:** The parties shall each be solely responsible for the conduct of their respective employees, agents and subcontractors in connection with the performance of their obligations hereunder. Contractor agrees to defend and to indemnify CHISD and Contractor further agrees to hold harmless CHISD for any damages, costs, liabilities, causes of action and/or attorneys' fees growing out of or related to Contractor's work, obligations, or responsibilities hereunder. Any court with appropriate jurisdiction shall award to District, when it is a prevailing party, in any action brought to enforce the terms of or rights under this Agreement its costs and reasonable and necessary attorneys' fees, pursuant to 271.159 of the Texas Local Government Code.

**11. MISCELLANEOUS:** No waivers, alterations or modifications to this Agreement shall be valid unless in writing and executed by both parties. Where the context so requires, the singular shall include the plural.


If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement's terms shall remain in full force and effect and shall not be affected.

This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings or agreements in regard thereto.

Signed this 28th day of July, 2010

By:   
Authorized Representative of Contractor

By:   
Campus Principal/Director

By:   
Superintendent/Chief Academic Officer/Chief Financial Officer/Assistant Superintendent for Business

By: \_\_\_\_\_  
Department Head/Coordinator  
224-11-6219-00-999-1-23-000  
199-11-6219-23-999-0-23-000  
Funding Source (Budget Code/Grant Fund Number)

*The Assistant Superintendent of Business Services may approve and sign contracts up to \$5,000 for judges, music clinicians and choreographers. All contracts related to student achievement and staff training less than \$25,000 must be signed by the Chief Academic Officer. The Chief Financial Officer will sign all other contracts less than \$25,000. Only the Board of Trustees may approve contracts that cost or aggregates \$25,000 or more.*