



DEFINING EXCELLENCE

**Board Meeting Date:** April 7, 2025

**Title:** Contract for Independent School District 273 for Service Agreement with Patsy Butterworth Consulting

**Type:** Consent

**Presenter(s):** Jody Remsing

**Description:** The purpose of this Agreement is to create an agreement between ISD 273 and Patsy Butterworth Consulting in a Contract for Services.

**Recommendation:** Approve the attached Contract for Service Agreement with Patsy Butterworth Consulting.

**Desired Outcome(s) from the Board:** Approve the attached contract with Patsy Butterworth Consulting.

**Attachments:** Contract for Services with Patsy Butterworth Consulting.

## **Patsy Butterworth Consulting**

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Patsy Butterworth, MA, licensed professional clinical counselor  
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Burnsville, MN 55337  
[patsy@butterworthconsulting.org](mailto:patsy@butterworthconsulting.org)  
763-592-9730

### **School Coaching Informed Consent for Selective Mutism Services**

**Description of Skills Coaching:** Coaching is partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that builds skills in the home, community, school or setting otherwise agreed upon. It is designed to facilitate the creation/development of personal, oftentimes social communicative, goals and to develop and carry out a strategy/plan for achieving those goals. Within this document Coach is to be defined as Patsy Butterworth and Client will be defined as person(s) receiving services. If said person(s) are a minor, then appropriate communication will be conveyed to parent/guardian responsible for client within confines of confidentiality. If said person(s) are an entity, business organization, school or other educational institution, the client shall be defined by that specific organization.

#### **1) Coach-Client Relationship**

- A. Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands *skills coaching is not therapy and does not substitute for therapy*. Any questions related directly to therapy will be referred back to primary therapist to be addressed in their care.
- B. Client further acknowledges that he/she may terminate or discontinue the skills coaching relationship at any time in writing.
- C. Client acknowledges that skills coaching is a comprehensive process that may involve different areas of his or her life, including home, school, extracurriculars, community and social events and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is the Client's responsibility. While skills coach will provide education, skills training, and/or in-vivo coaching as needed, client must continue to proceed with strategies in order to maintain progress and acquire new skills through generalized environments across desired setting(s).
- D. Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed.

E. The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully. The Skills coach agrees to be timely and make an effort to be flexible with scheduling in order to collaborate with families and schools. Client understands that if they are truant, they will still be billed at the full amount of time allotted for the service.

F. The Client understands that although Patsy Butterworth is a licensed professional clinical counselor, she is not providing psychotherapy to the Client or school/entity receiving coaching skills training services.

a) Services The parties agree to engage in a Coaching Program through video chat, phone, email, or text meetings.

2) Current Schedule of fees:

Fee Schedule (prices through 12/31/2021) <i>5/30/25</i>	Fees incurred include in-person, phone and online meetings unless otherwise agreed upon.
<b>Initial IEP Review</b> Includes: -review current IEP -parent meeting (up to 30 min) -IEP team meeting (up to 60 min) -review IEP after changes	n/a
<b>Additional Records Review</b>	n/a
<b>Additional IEP meeting</b>	n/a
<b>Bridge with provider</b>	n/a
<b>1:1 community exposure</b>	n/a
<b>Group Community exposure</b>	n/a
<b>Educational Inservice</b> Includes appropriate follow up with educators and IEP revisions if necessary	\$160/hour
<b>In-school Intensive</b> Includes appropriate follow up with educators and IEP revisions as necessary	\$160/hour
<b>Cancellation/No Show Fee (Cancellation defined as less than 48 hours cancellation notice)</b>	\$100
<b>Travel</b>	Any travel miles will be billed at federal rate of \$0.70/mile. Additional travel time will be billed at \$50 flat rate in the Twin Cities metro area. Areas outside of the metro will be negotiated between the client/entity and the coach.



### **3) Procedure**

The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time and location. Fee schedule may be revised at any time.

### **4) Privacy and Confidentiality**

Communications will be conducted among telephone, text, email, online platform and in-person interface. Client understands that not all forms of communications are guaranteed to be encrypted regardless of adherence to safety measures. Client agrees to assume risk for communication that is not face to face in regards to privacy over other forms of communication that may have inherent risk of compromising privacy. This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's written or verbal consent. The Coach will not disclose the Client's name as a reference without the Client's consent. Confidential Information does not include information that:

- (a) was in the Coach's possession prior to its being furnished by the Client;
  - (b) is generally known to the public or in the Client's industry;
  - (c) is obtained by the Coach from a third party, without breach of any obligation to the Client;
  - (d) is independently developed by the Coach without use of or reference to the Client's confidential information;
- or
- (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose;
  - (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and
  - (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

### **5) Cancellation/Late Policy**

Client agrees that it is the Client's responsibility to notify the Coach more than 24 hours in advance of the scheduled calls/meetings. Coach reserves the right to bill Client a rescheduling fee of \$100 for a missed meeting. Coach will attempt in good faith to reschedule the missed meeting.

### **6) Release of Information Policy**

Any skills coaching referred from outside therapist will still require a release of information from/to that outside therapist for continuation of care when recommended, wherewithal therapist shall be defined as client's personal therapist. In addition, release of information will include collaborating school district and any staff on the team providing services. Any group social skills coaching will also have require a release to the client(s) of the group in a manner that is consistent with confidentiality. In short, no information will be shared with outside providers without a release of information to/from the coach and client.

### **7) Record Retention Policy**

In order to assure the Client's confidentiality the Coach agrees to keep no written progress notes for sessions with the except of mandated reporting as follows:

- (a) the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others,
- (b) the Coach is informed of abuse of a child or dependent adult,
- (c) the Coach is informed of sexual contact between a minor and an adult.

#### **8) Termination**

Either the Client or the Coach may terminate this Agreement at any time. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.

#### **9) Limited Liability**

Except as expressly provided In this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date. Clinical outcomes cannot be guaranteed as such outcomes rely heavily on Client participation and work done outside of skills coaching sessions at home, in the community and in the school or workplace environment.

#### **10) Entire Agreement**

This document reflects the entire agreement between the Coach and the Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

#### **11) Dispute Resolution Skills**

Coach will not be involved in any legal disagreements between family members or between families and school districts. This includes but is not limited to mediation, arbitration, conciliation, formal complaints, separation and divorce courts.

#### **12) Severability**


If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

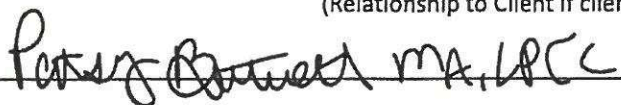
#### **13) Waiver**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**14) Binding Effect**

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns. By signing or paying for coaching services you are agreeing to these terms.

Signature of Client:  Date: 2/28/25  
(Relationship to Client if client is minor or unable to sign)

Signature of Coach:  MA, LPC Date: 02/27/2025