

Marble Falls ISD
has an unyielding commitment
to love every child and inspire
them to achieve their fullest
potential.



**Marble Falls ISD
Special Meeting**

**Monday, May 1, 2017
12:00 PM**

**AGENDA OF SPECIAL MEETING
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
MONDAY, MAY 1, 2017 – 12:00 PM
Marble Falls ISD Central Office Room 310**

Notice is hereby given that on May 1, 2017, the Board of Trustees of the Marble Falls Independent School District will hold a Special meeting at 12:00 PM, at the Marble Falls ISD Central Office Room 310, 1800 Colt Circle, Marble Falls, TX 78654.

The subjects to be discussed or considered, or upon which any formal action may be taken are listed below. Items do not have to be taken in the order shown on this meeting notice.

1. Call to Order
Presenter: Kevin Naumann, President
2. Roll Call
3. Executive Session
 - A. Consultation with the Board's attorney regarding pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of the Government Code (TX Govt. Code 551.071 and 551.129)
 - B. Discussion of Professional Personnel (TX Govt. Code 551.074)
4. Reconvene from Executive Session
5. Discussion and Possible Approval of Action Arising from Executive Session
 - A. Possible Approval of Personnel
6. Presentation/Discussion Items and Possible Action
 - A. OT Contract 3
Presenter: Dr. Susan Maughan
 - B. Budget Workshop
Presenter: Lisa LeMon
 - C. Compensation Plan
Presenter: Jeff Gasaway
7. Adjourn

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

FOR THE BOARD OF TRUSTEES
MARBLE FALLS INDEPENDENT SCHOOL

Dr. Chris Allen, Superintendent of Schools



**LEARNERS TODAY,
LEADERS TOMORROW,
MUSTANGS FOREVER!**

**Marble Falls ISD
Board of Trustees
Agenda Item Information**

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| Meeting Date: | | |
| Meeting Type: Regular Meeting Special Meeting/Workshop Hearing | Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda | |
| Date Submitted: | | |
| Subject: | | |
| Executive Summary: | | |
| Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact | Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify) | Fiscal Year: Amendment Required? Yes No |
| Administration's Recommendation: | | |
| Submitted By: | | |
| Board Approval Required: Yes No | | |

Marble Falls Independent School District
Department of Special Services
1800 Colt Circle
Marble Falls, Texas 78654
830-798-3516 Fax 830-798-3522

MEMORANDUM OF AGREEMENT

Contracted Consultant: Katie Duke Shaffer (OT CONNECTIONS)
Position: Occupational Therapist
Mailing address: 2415 W. Pecan Street, Ste.100
Pflugerville, TX 78660
Telephone: 512-251-3230 Fax-512-251-8760
Certificate Number: 80721

Consultant Services Contract
Marble Falls Independent School District

The contract is entered into by and between the Marble Falls Independent School District ("MFISD") and OT Connection ("Contractor").

During the 2017/2018 School year as determined by MFISD's official school calendar, as may be amended or adjusted from time to time by MFISD, Contractor will provide services as described in this Agreement as an independent contractor. It is the Parties' intention that Contractor will be an independent contractor and not MFISD employee for all purposes, including without limitation, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, state revenue and taxation law, state workers' compensation law, and state unemployment insurance laws. Contractor will retain discretion in the manner and means of carrying out the services and responsibilities described herein. Contractor agrees that he/she has a separate and independent enterprise from the MFISD that he/she has a full opportunity to find other business, that he/she has made his/her own investment in his/her business, and that he/she will utilize a high level of skill necessary to perform the work. Under no circumstances, shall either Party construe this Agreement to create an employer-employee relationship between Contractor and MFISD, or as creating any joint employment relationship between Contractor and MFISD. MFISD will not be liable for any obligations incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, and Contractor agrees to waive any claims against MFISD for the same.

CONTRACTOR AGREES TO INDEMNIFY AND HOLD MFISD HARMLESS FROM ANY AND ALL LIABILITY THAT MFISD MAY INCUR, INCLUDING WITHOUT LIMITATION, DAMAGES OF EVERY KIND AND NATURE, OUT-OF-POCKET COSTS AND LEGAL EXPENSES, INCURRED BY REASON OF THE CONTRACTOR'S NEGLIGENCE OR BREACH OF THIS CONTRACT.

Contractor hereby affirms that no conflict of interest exists that would prohibit his/her provision of services under this contract.

- Contractor shall provide MFISD the following services:
- a) Occupational Therapy services;
 - b) Documentation for each service provided and each student seen;

- c) Other duties as requested by the Director of Special Education relating to evaluation;
- d) Participation in ARD committee meetings, due process hearings, and investigations by the Texas Education Agency(TEA) and the Office for Civil Rights (OCR) as requested by the Director of Special Education

Contractor agrees to maintain the confidentiality of information from student records to which he/she is granted access and to not reveal information from student records to any individual other than District employees with a legitimate educational interest or a student's parent or legal guardians without the express written consent of the District.

Contractor certifies that he/she has received national criminal history record information relating to any person who will be performing duties under this Agreement and who will have direct contact with students. In the alternative, Contractor agrees to submit necessary information for MFISD to obtain a criminal history record on Contractor and his/her agents. Contractor further represents that he/she has not been convicted of a felony or misdemeanor offense that would prevent a person from being employed by a school district pursuant to Texas Education Code §22.085.

Contractor agrees that all individuals providing services under this Agreement will comply with all applicable MFISD policies, including without limitation MFISD's policies regarding the health, safety, and welfare of MFISD students, staff, and guests. Contractor shall not utilize any person to perform services under this Agreement to whom MFISD has a reasonable objection, who has not had the requisite background check performed, or is found, in MFISD's sole discretion, to have violated MFISD policies.

No member of the MFISD school board has a direct or indirect financial interest in the transaction that is the subject of this agreement.

MFISD shall pay Contractor according to the fee Schedule below. For full school weeks, the Contractor shall work and be paid for a minimum of 32 hours of Occupational Therapy services in addition to Contractor's travel time. Travel time will be based on the number of days therapists travel to MFISD to provide services under this Agreement. A full school week is a week during the MFISD academic school year in which students attend school Monday-Friday. For shorter school weeks, Contractor will be paid the hourly and travel rates below for services performed for MFISD. Contractor shall not be paid in advance of services rendered. Any taxes, FICA, or other deductions which MFISD is legally required to make from the pay of regular employees will not be withheld from payments under this contract. Contractor will not be entitled to any fringe benefits that would be offered to regular MFISD employees, including unemployment insurance, medical insurance, pension plans, and other benefits.

Contractor will, for the duration of this Agreement, purchase and maintain insurance coverage for the acts and omissions of Contractor, Contractor's agents, employees, officers, independent contractors, individuals under Contractor's control, and any others providing services to MFISD under this Agreement. Contractor will also maintain, for the duration of this agreement, worker's compensation coverage and all other legally required insurance policies at statutorily required levels or industry standard levels, whichever is greater.

Fee Schedule:

- Evaluation/Re-evaluation:\$73.00/hour
- Travel Rate:\$38.00/hour
- Treatment, Paperwork/Documentation/Parent/Teacher consult/ARD meetings: \$73.00/hour

MFISD & OT CONNECTION-Consultant Services Agreement (School Year 2017/2018)

Contractor must submit invoices in proper order to:

Susan Maughan
 Executive Director of Special Services
 1800 Colt Circle
 Marble Falls, Texas 78654

or via email to: smaughan@mfisd.txed.net

MFISD, TEA, the Comptroller General or any of their duly authorized representatives shall have access to any books, documents, or records of the Contractor that are directly related to this Agreement for the purpose of making audit examination excerpts and transcriptions. Additionally, the Contractor shall maintain all required records for a minimum of five (5) years after the School District has made final payments and all related pending matters are closed.

Contractor agrees to fully exhaust administrative remedies under the District's Policy GF (LOCAL) before seeking judicial relief of any type in connection with any matter related to this Agreement. MFISD's policy GF (LOCAL) is explicitly incorporated into this Agreement as Exhibit A. The timelines under Policy GF (LOCAL) are amended for purposes of this Agreement as follows: complaint must be reduced to writing and filed with the appropriate administrator of MFISD within ninety (90) calendar days of the event or action that is the subject of the complaint.

MFISD or the Contractor has the right to terminate this Agreement for convenience or any other reason upon sixty (60) days prior written notice by either party.



Katie Duke Shaffer
Clinical Director/Owner
OT Connection
2415 W Pecan Street, Ste. 100
Pflugerville, Tx. 78660

Date

4/19/17

Chris Allen, Ed. D.
Superintendent of Schools
Marble Falls ISD
1800 Colt Circle
Marble Falls, TX 78654 512-251-3230

Date