

SPECIAL EDUCATION DEPARTMENT

Bigfork School District #38

**CONTRACT FOR PHYSICAL THERAPY SERVICES**

**2023-24 School Year**

This agreement is made by and between Bigfork School District #38 and Samantha Modderman, Physical Therapist,

**IT IS AGREED AS FOLLOWS:**

1. Ms. Samantha Modderman shall provide Bigfork School District the services of physical therapist for the 2023-24 school year. It is understood that Ms. Modderman is registered with the American Physical Therapy Association and licensed by the State of Montana.
2. Services to be provided will include, but not be limited to:
  - a. Participation upon request and the therapist's availability in the referral process using the procedure established by Bigfork School District #38.
  - b. In compliance with the rules governing IDEA, evaluate children referred for gross motor or adaptive equipment needs to determine if the child is eligible under the criteria set forth in IDEA and all applicable state laws.
  - c. Upon request and availability, attend evaluation and IEP meetings for students eligible or being determined eligible for services under IDEA for gross motor needs.
  - d. Provide a written report of the evaluation results with recommendations for school and home interventions the student needs in order to benefit from his/her educational program because of gross motor implications. This report is the property of the school district and applicable to all laws pertaining to student records, including laws and policies governing release and transfer of student records.
  - e. In consultation with the school district IEP team, develop an intervention plan in the area of gross motor skills to address the child's gross motor needs.
  - f. Provide training of assigned individuals and other teaching staff in incorporating the motor activities into the child's routine. These activities will be monitored, reviewed, and re-evaluated on a regular basis and changed as appropriate based on the needs of the child.
  - g. Submit adequate documentation for the purposes of Medicaid billing.
  - h. Consult work including PE support, small intensive group work, Special Olympics programming and staff training.
3. Ms. Modderman will follow the consultative/pre-referral process established by Bigfork School District prior to beginning any initial evaluation.
4. All intervention plans developed as a related service for gross motor needs will be written in compliance with state and federal regulations which state that:

"A student shall receive related services only when the related services are required to assist the student with a disability from the student's special education."

5. It is agreed that Ms. Modderman will be responsible for maintaining her own malpractice liability insurance, worker's compensation insurance, all other similar employee insurance coverage, tax deductions, and benefits. Both parties recognize Ms. Modderman as an independent contractor providing these services. **Appropriate documentation of coverage and current licensure will be on file at Bigfork School District no later than 08/31/22.**
6. If cancellations are necessary, Ms. Modderman asks to be notified as soon as possible on or before the scheduled morning. In the event of missed sessions, the sessions will occur at another time in order to meet the IEP obligations and with the direction of the Special Services Director.
7. A schedule of student services will be left with the Special Services Office and Case Manager for each student receiving physical therapy on a monthly basis.
8. Bigfork School District agrees to pay Ms. Modderman at the rate of \$56.50 (fifty six dollars and fifty cents) per hour, per visit for Special Education Physical Therapy professional services rendered and round-trip mileage from home to Bigfork School District, and return, at the current IRS rate. The District agrees to pay \$35.00 (thirty five dollars) for PT consult work, up to, but not to exceed, 20 hours per week. Services shall begin at the start of the 2023-24 school year and continue through the end of the 2023-24 school year. Bills will be submitted to the Special Services Director by the first of each month, including an itemized list of services with student initials, services provided, and amount of time.
9. This contract shall remain in effect through the 2023-24 school year unless terminated by either party upon 30 days written notice. Notice shall be given by certified, postage pre-paid mail.

Dated this 16<sup>th</sup> day of August, 2023.

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Ms. Samantha Modderman

Date

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Mr. Tom Stack, Superintendent, Bigfork School Dist. #38

Date

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Chairperson, Bigfork School Dist. #38

Date