

**Kellie Eckhardt**  
**Service Contract for School Psychology Services**  
**School Year 2018-2019**

This Service Contract is an agreement between Kellie Eckhardt, School Psychologist, 888 Riverwatch Drive, Crescent Springs, KY 41017 (KEckhardt) and Beechwood Independent Schools (BW), 54 Beechwood Road, Ft. Mitchell, KY 41017.

WHEREAS, BW has certain statutory and regulatory duties related to the provision of educational services to students, including those identified as having special educational needs; and

WHEREAS, the provision of educational services to such students requires, from time to time and on a continuing basis, that BW utilize the services of a School Psychologist; and

WHEREAS, BW desires to secure the services of KEckhardt as School Psychologist, to provide and direct the provision of school psychology services on behalf of BW as necessitated by statute and regulation, or otherwise; and

WHEREAS, KEckhardt has agreed to provide those services in accordance with the terms and provisions set forth in this Service Contract;

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, which each party specifically acknowledges, the parties agree as follows:

A. BW agrees to:

1. Pay KEckhardt for school psychology services delivered to or on behalf of students with disabilities enrolled in BW District, as identified by the school's Director of Special Education, to include but not be limited to evaluations, review of record, integrated reports, consultations, attendance at ARC meetings, provision of teacher training or parent training, and all related record keeping, at the rate of \$45.00 per hour, recorded in 15 minute intervals.
2. Pay KEckhardt for such school psychology services delivered during the period of August 1, 2018-May 30, 2019, on academic dates reflected on the Districts' School Calendars adopted by BW, and inclusive of off-site report-writing. "Extended School Year" dates require a separate contract agreement.
3. Reimburse KEckhardt for materials needed to facilitate required professional development, and for the pre-approved purchase or lease of equipment needed in the provision of the services required under the terms of this Service Contract, such as evaluation test kits, manuals, adaptive classroom tools, etc. Pre-approval of such purchases or leasing shall be from the BW Director of Special Education or the Director of Special Education's superior(s). These purchases shall become the property of BW Schools.
4. Reimburse KEckhardt for travel time to another school within the BW school district.

6. Time sheets and invoice will be received by BW by the 10th of each month. Payment will be made to KEckhardt by the 30th of the month.

7. Notify KEckhardt of meetings requiring integrated reports 6 weeks in advance in order to provide enough time to assess the student for needed data for the report.

B. KEckhardt agrees to:

1. Provide school psychology services to students with disabilities enrolled in the BW District, as identified by the districts' Director of Special Education, and perform all related record keeping, for the period between August 1, 2018-May 30 2019, on academic dates reflected on the Districts' School Calendars adopted by BW, and excluding school holidays, in-service days and extended school year dates.

2. Maintain confidentiality of student records and school psychology records in accordance with BW policy, and all state and Federal statutes and regulations.

3. Provide timely written evaluations or integrated reports. Evaluation reports will be provided within 7 CALENDAR DAYS prior to the ARC meeting where the report is to be reviewed.

4. Maintain professional liability insurance to cover any errors or omissions stemming from contact with any and all District's students serviced under the terms of this Service Contract. The School Psychologist will purchase a professional liability insurance policy to cover herself. This policy must be effective on or before her first day of work. A copy will be given to the DoSE annually along with a copy of her licensure.

5. Comply with all state and Federal educational statutes and regulations, including those related to school psychology practice and licensure requirements.

#### TERM OF SERVICE CONTRACT

This Service Contract shall be for a term of one year, retroactive as needed based upon the date of execution, from August 1 2018 through May 30 2019, and may be renewed through mutual agreement of the parties for consecutive one-year periods. Working an "Extended School Year" for districts will require a separate contract agreement.

#### TERMINATION OF SERVICE CONTRACT

In the event of breach of terms of this Service Contract, the non-breaching party shall have the right to terminate and cancel this agreement upon thirty (30) days notice served upon the breaching party, which notice shall describe with particularity the event or circumstances of breach. Likewise, either party shall have the right to terminate this Service Contract even absent perceived breach, upon sixty (60) day written notice to the other party. In the event that circumstances adversely affecting the health and safety of students, or in the event of fraud, either party shall have the right to immediate cancellation and termination of this agreement upon the provision of written notice to the other party, which notice shall describe with particularity the circumstances adversely affecting the health and safety of students or with constitute fraud. Notice under this provision of the Service Contract is deemed

served or provided when hand-delivered to the other party, or three (3) days following deposit of same for transmittal by First Class United States Postal Service mails, at the address first listed for each party hereinabove.

#### INDEPENDENT CONTRACTOR

KEckhardt shall be considered for all legal purposes as an independent contractor, and not an employee of BW. Aside from the aforementioned obligations to provide for the school psychology requirements of each individual evaluation, and to honor each request for evaluation or consultation by the Director of Special Education or the Director's designee, KEckhardt shall be solely responsible for the manner in which school psychology services. KEckhardt shall be solely responsible for compliance with all state and Federal regulations governing the payment of taxes on the consideration provide herein, and for the payment of any wages to subordinate employees or agents of KEckhardt.

#### ENTIRE AGREEMENT

This Service Contract represents the entire agreement of the parties respecting the provision of the services and consideration reflected herein, and any and all prior communications, whether written or oral, regarding the obligations and rights set forth in this Service Contract or the consideration to be paid herein, are hereby incorporated into this Service Contract.

#### GOVERNING LAW AND CONSTRUCTION OF SERVICE CONTRACT

This Service Contract shall be interpreted according to the substantive laws of the Commonwealth of Kentucky.

WHEREFORE, the parties hereto having acknowledged that they have read and understand the foregoing provisions of this Service Contract, and reflecting by their signatures heron their intent to be so bound, do hereby further state that they have the authority to execute this Service Contract and by so executing this contract to bind themselves, their principals and affiliates, and accordingly sign as follows:

Signatures:

\_\_\_\_\_  
Kellie Eckhardt, School Psychologist

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Dr. Mike Stacy, BW Independent Schools Superintendent

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Witness

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Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date