

Service Contract for Occupational Therapy Services
Between Bellevue Independent School District
And
Dayton Independent School District

This service contract is an agreement between **Dayton Independent Schools**, 200 Clay St, Dayton, KY 41074 and **Bellevue Independent Schools**, 219 Center St, Bellevue, KY 41073.

WHEREAS, **Dayton Independent Schools** and **Bellevue Independent Schools** have certain statutory and regulatory duties related to the provisions of educational services to students, including those identified as having educational needs; and

WHEREAS, the provision of educational services to each student requires, from time to time and on a continuing basis, **Dayton Independent Schools** and **Bellevue Independent Schools** utilize the services of an Occupational Therapist (OT), and

WHEREAS, **Dayton Independent Schools** and **Bellevue Independent Schools** desire to secure the services of a district employee to provide and direct the provision of OT related services on behalf of **Dayton Independent Schools** and **Bellevue Independent Schools** as necessitated by statute and regulations, or otherwise; and

WHEREAS, **Dayton Independent Schools** and **Bellevue Independent Schools** have agreed to provide those services in accordance with the terms and provisions set forth in the 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. Bellevue Independent Schools agrees to:

Pay **Dayton Independent Schools** for OT services delivered to or on behalf of students with disabilities enrolled in **Bellevue Independent School District**, as identified by the school's Director of Special Education, to include but not be limited to evaluations, Individual Education Plan (IEP) reviews, IEP and other related reports, consultations, attendance at ARC meetings, provisions of teacher training or parent training, and all related record keeping.

1. Pay **Dayton Independent Schools** for OT services delivered during the period of **July 1, 2022 – June 30, 2023** on academic dates reflected on the District's School Calendar adopted by **Bellevue Independent Schools** and excluding school holidays.
2. **Bellevue Independent Schools** will pay **Dayton Independent Schools** quarterly for OT services at \$4,774.25 with a yearly total of \$19,097.00 or 30% of occupational therapists' salary.

3. **Bellevue Independent Schools** will be responsible for any extra specialized equipment or therapy materials that is requested by the occupational therapist to assist with their students.
4. Maintain confidentiality of student records and **OT** records in accordance with **Bellevue Independent Schools'** policy, and all state and Federal statutes and regulations.

B. Dayton Independent Schools agrees to:

1. Be the District of Record for the Occupational Therapist.
2. Maintain confidentiality of student records and **OT** records in accordance with **Dayton Independent Schools'** policy, and all state and Federal statutes and regulations.
3. **Dayton Independent Schools** will share the equivalent of a full-time employee hired to provide OT services to **Bellevue Independent Schools** at .30 or 1.5 days per week, and salary will be based on **Dayton Independent Schools'** salary schedule.
4. Achieve and direct compliance with all state and Federal educational statutes and regulations, including those related to **OT** practice and licensure requirements.
5. Provide a copy of current licensures at the time of execution of the Service Contract, and at any time the Director of Special Education may request the same.

TERMS OF SERVICE CONTRACT

This service contract shall be for a term of one year, retroactive as needed based upon the dates of execution, from **July 1, 2022** through **June 30, 2023**, and will automatically renew each and every consecutive year thereafter, beginning July 1 and continuing until June 30 of each following year, unless terminated in accordance with the provisions articulated herein.

TERMINATION OF SERVICE CONTRACT

In the event of breach of terms of the 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 terminate 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 serviced 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, at the address first listed for each party hereinabove.

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.

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

Signatures:


Tara Wittrock
Director of Special Education
Bellevue Independent Schools

8.15.22
Date

Nicole Ponting
Director of Special Education
Dayton Independent Schools

Date


Misty Middleton
Superintendent
Bellevue Independent Schools

8/24/22
Date

Jay Brewer
Superintendent
Dayton Independent Schools

Date