

Service Contract for Teacher of the Visually Impaired Services
Between Campbell County School District
And
Bellevue Independent School District

This service contract is an agreement between Campbell County School District, 101 Orchard Lane, Alexandria, KY 41001 and Bellevue Independent Schools, 219 Center St, Bellevue, KY 41073.

WHEREAS, Campbell County 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, Campbell County Schools employs a full-time Teacher of the Visually Impaired (VI) and Bellevue Independent Schools has students that require, from time to time and on a continuing basis, direct services from a Teacher of the Visually Impaired in compliance with statute and regulations; and

WHEREAS, Campbell County 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 Campbell County Schools for VI 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 Campbell County Schools for VI services delivered during the period of July 1, 2023 – June 30, 2024 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 Campbell County Schools quarterly for VI services at a rate of \$70/hour based on a timesheet kept by the Teacher of the Visually Impaired that will be submitted to the Director of Special Education at the end of each month.

3. **Bellevue Independent Schools will be responsible for any extra specialized equipment or therapy materials that is requested by the teacher of the Visually Impaired to assist with their students.**
4. **Bellevue Independent Schools will pay mileage for the Teacher of the Visually Impaired from Bellevue Independent Schools to the Campbell County School that the teacher is traveling to next in her schedule at the rate set by the Commonwealth of Kentucky's Finance and Administration Cabinet - Office of the Controller. Mileage will be submitted to Campbell County Schools and directly reimbursed to the Teacher of the Visually Impaired. Campbell County Schools will add a line item to the quarterly invoice that Bellevue Independent Schools will pay.**
5. **The Teacher of the Visually Impaired will maintain confidentiality of student records in accordance with Bellevue Independent Schools' policy, and all state and Federal statutes and regulations.**

Campbell County Schools agrees to:

- a. **Be the District of Record for the teacher of the Visually Impaired.**
- b. **Maintain confidentiality of student records and VI records in accordance with Campbell County Schools' policy, and all state and Federal statutes and regulations.**
- c. **Share the Teacher of the Visually Impaired with Bellevue Independent Schools at a rate of up to .5 days per week.**
- d. **Achieve and direct compliance with all state and Federal educational statutes and regulations, including those related to Teacher of the Visually Impaired practice and licensure requirements.**
- e. **Provide a copy of current licensure at the time of execution of the Service Contract.**

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, 2023 through June 30, 2024, 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.

f. TERMINATION OF SERVICE CONTRACT

- g. **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:

Laura Clarke
Director of Special Education
Campbell County School District
Date: _____

Shelli Wilson
Superintendent
Campbell County School District
Date: _____

Tara Wittrock
Director of Special Education
Bellevue Independent School District
Date: _____

Misty Middleton
Superintendent
Bellevue Independent School District
Date: _____