### NEWPORT INDEPENDENT SCHOOLS

## LIMITED SERVICE AGREEMENT

#### 2014-2015

This agreement is entered into between the **Dayton Board of Education**, hereinafter referred to as "**Dayton Independent Schools**" and the **Newport Board of Education**, hereinafter referred to as "**Newport Independent Schools**" for the purpose of providing Title I instructional services for school district resident children who attend private non-profit schools and qualify for Title I services through **Dayton Independent Schools**.

#### WITNESSETH

WHEREAS, **Dayton Independent Schools**, is responsible for serving the educationally deprived children duly qualified and placed in certain Title I programs; and

WHEREAS, **Newport Independent Schools** is licensed or certified in the State of Kentucky and desires to provide Title I services for children enrolled in private non-profit schools and residents of the District of the **Dayton Independent Schools**.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

## I. SERVICES

In consideration for the subject services described below, Dayton Independent Schools agrees to:

Pay to Newport Independent Schools the 2014-15 Title I eligible private, non-profit allocations for city school residents the total of \$\(\frac{4.386.85}{\}\) per student whose residence is within the Dayton Independent Schools' District to support private, nonprofit Title I services provided by an instructor employed by Newport Independent Schools to provide Title I services to Holy Trinity School. The participating private, nonprofit students must be processed, qualified, and approved for services by the Dayton Independent Schools' Title I Coordinator.

2014-2015 Title I Allocation
\$4,386.85

**Newport Independent Schools** does hereby agree to provide **Dayton Independent Schools** the following services during the 2014-2015 school year. The services shall include:

- A. Provide Title I needs assessments in eligible private non profit schools to determine school district resident students who are greatest in need of Title I services.
- B. Perform pre-assessment on eligible private, non-profit schools.
- C. Provide Title I services with personnel who will work with qualified school resident students who attend eligible private non-profit schools.
- D. Perform post-assessment on eligible private, non-profit schools.
- E. Keep such Title I records and reports and provide to the **Dayton Independent Schools'** Title I Coordinator upon request and at designated times.

## II. NOTICE REQUIREMENT AND RELATIONSHIP

Newport Independent Schools shall notify Dayton Independent Schools at least 30 days in advance if it is unable to fulfill any requirements of this contract.

Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Newport Independent Schools and Dayton Independent Schools. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between the employees of the Newport Independent Schools and Dayton Independent Schools. Nothing in this Agreement shall be interpreted to mean that Newport Independent Schools is an agent or an employee of Dayton Independent Schools. Newport Independent Schools does not have any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Dayton Independent Schools or bind Dayton Independent Schools in any respect whatsoever.

# III. <u>INSURANCE</u>

During the term of this agreement, **Newport Independent Schools** shall maintain professional liability insurance and make proof of such insurance known to **Dayton Independent Schools**.

## IV. ENTIRE AGREEMENT

This agreement contains the entire agreement of both parties hereto and no other oral or written agreement shall be binding or obligating upon the parties hereto. This agreement supersedes all prior agreements, contracts, and understandings, whether written or otherwise, between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, Newport Independent Schools and Dayton Independent Schools have duly executed this agreement on this /2 day of //OV., 2014.

NEWPORT BOARD OF EDUCATION

BY: Malne

DAYTON BOARD OF EDUCATION