

**Agreement Contract for English Language
School Year 2015-2016**

This Service Agreement is an agreement between Northern Kentucky Cooperative for Educational Services (NKCES), 5516 E Alexandria Pike, Cold Spring, KY 41076 and NKCES District, Pendleton County Schools, 2525 Hwy 27 N, Falmouth, KY 41040.

WHEREAS, NKCES District 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 NKCES District utilizes the services of the English Language (EL) Consultant and EL equipment; and

WHEREAS, NKCES Districts desire to secure the services EL Consultant, to provide and direct the provision of the EL and related services on behalf of NKCES District as necessitated by statute and regulation or otherwise, and;

WHEREAS, NKCES has agreed to provide those services in accordance with the terms and provisions set forth in the Service Agreement; and

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

NKCES District agrees to pay NKCES for EL services delivered to or on behalf of students enrolled in NKCES 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, provision of teacher training or parent training, and all related record keeping at a rate to be assessed upon services rendered, in addition to in-direct costs, and additional expenses such as materials and mileage.

NKCES District agrees to pay NKCES for 60% of total cost, including salary, fringe, and other related expenses, of EL Consultant providing such EL services delivered by during the period of July 1, 2015 – June 30, 2016, on academic dates reflected on the Pendleton District's School Calendar adopted by NKCES, and excluding school holidays and in-service days.

NKCES agrees to provide EL services to students enrolled in NKCES District, as identified by the districts' Director of Special Education, and perform all related record keeping, for the period between July 1, 2015-June 30, 2016, on academic dates reflected on the Pendleton School Districts' Calendar adopted by NKCES, and excluding school holidays and in-service days.

NKCES agrees to maintain confidentiality of student records and EL records in accordance with NKCES District policy, and all State and Federal statutes and regulations. EL Consultant is to provide timely written evaluation reports, IEP reports, and consult with classroom teachers, counselors, parents and diagnosticians concerning appropriate assessments, modifications and /or test administration.

EL Consultant is to submit signed time sheets and receipts evidencing payment to NKCES, in turn NKCES will bill NKCES District and said time sheets subject to approval for reimbursement by the party of NKCES District.

TERM OF SERVICE CONTRACT

This service agreement shall be for a term of one year, retroactive as needed based upon the date of execution, from July 1, 2015 through June 30, 2016, and may be renewed through mutual agreement of the parties for consecutive one-year periods beginning July 1 of the year of expiration and continuing through until June 20 of the following year.

TERMINATION OF SERVICE AGREEMENT

Either party shall have the right to terminate this Service Agreement upon a thirty (30) 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 Agreement 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 USPS mail, at the address listed for each party above hereinabove.

ENTIRE AGREEMENT

This Service Agreement 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 Agreement or the consideration to be paid herein, are hereby incorporated into this Service Agreement. This Service Agreement shall be interpreted according to the substantive laws of the Commonwealth of Kentucky. For the purpose of interpretation, neither NKCES nor NKCES District shall be designated as the drafter of this Service Agreement.

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

SIGNATURES:

NKCES

Amy Razor, Executive Director

Date

Witness

NKCES DISTRICT, Pendleton County Schools

Sam Jones, Director of Special Education

Date

Witness