

BARDSTOWN CITY SCHOOLS

LIMITED SERVICE CONTRACT AGREEMENT

This agreement is entered into between the **BARDSTOWN CITY SCHOOLS**, hereinafter referred to as the “**Party of the First Part**”, and **NELSON COUNTY SCHOOLS**, referred to as the “**Party of the Second Part**”; by agreement this date, **July 18, 2017** for the purpose of **hearing impaired student services** for the purpose of IDEA/ 504 and subsequent requirements for children deemed in need of such services within **Bardstown City Schools District**.

WITNESSETH

WHEREAS, the **Party of the First Part** is responsible for serving the needs of children with disabilities, duly identified and placed in certain special education programs (identified as eligible for services under the IDEA, 20 U.S.C 1400 et seq and corresponding state law and regulations and or the Rehabilitation Act of 1973 (“Section 504”)) and **WHEREAS**, the **Party of the Second Part** is or certified in the State of Kentucky and desires to provide services for children enrolled in the district represented by the **Party of the First Part**.

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, the **Party of the First Part** agrees to reimburse the **Party of the Second Part** upon receipt of a statement of delivered services at the rate of **\$75.00 per hour, not to exceed a total of 40 hours for the 2017-2018 school year**.

Any additional hours exceeding this will need to be approved in advance with the Director of Special Education.

The **Party of the Second Part** does hereby agree to provide the **Party of the First Part** the following services between approximately **August 8, 2017 through June 30, 2018**. The services provided for each individual student served will vary depending upon the identified needs of the aforementioned student.

II. 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, the **BARDSTOWN CITY SCHOOLS** and the **Party of the Second Part** have duly executed this agreement on the day and year just written.

The **Party of the Second Part** is required to notify the **Party of the First Part** at least thirty (30) days in advance if unable to fulfill this contract agreement.

WITNESS:

Party of the First Part
Bardstown Independent Schools
Brent A. Holsclaw, Superintendent

Date

Party of the Second Part
Nelson County Schools
Anthony Orr, Superintendent

Date