

## SERVICE AGREEMENT

This Agreement for Services is entered into by and between the Bullitt County Board of Education, (hereinafter referred to as "BCBE"), located at 1040 Highway 44 East, Shepherdsville, Kentucky 40165, and the Ohio Valley Educational Cooperative ("OVEC") having an address of 100 Alpine Drive, P.O. Box 1249, Shelbyville, KY 40066.

A. **Party Obligations.** In consideration of the terms and conditions contained herein, the parties agree to the following:

1. OVEC agrees to arrange for a fully qualified, licensed educational evaluator and Orientation and Mobility (O&M) Specialist ("Provider") to provide services during the 2018-2019 school year to children identified by the Bullitt County School District ("District") as needing such services, in accordance with the District's Special Education Procedures.

2. BCBE, in consideration of the above, agrees to pay OVEC the sum of \$30.00 per hour for educational evaluations and \$70 an hour for O&M services provided by Providers, plus an additional 6.0% administrative fee.

3. BCBE will reimburse OVEC for travel expenses incurred by Provider while providing services on behalf of the District. BCBE will not be liable to OVEC for any costs or expenses paid or incurred by Provider in performing services for BCBE. BCBE is interested in the results obtained through the services provided by OVEC and Provider; Provider shall decide the methods and manner of performing the services required to achieve the desired outcome.

4. OVEC is fully responsible for paying any local, state or federal income tax or other taxes required to be paid by law for remuneration pursuant to this Contract.

B. **Terms and Termination.** The term of this Agreement shall be from August 1, 2018 through June 30, 2019. Either party may terminate this Agreement for any reason with ten (10) days' advance written notice.

C. **Limitation of Liability, Hold Harmless Clause, and Insurance.**

1. BCBE and OVEC shall defend, indemnify and hold each other harmless from and against any and all claims, damages, loss, liability, and expenses, including reasonable costs, collection expenses, attorney's fees or court costs which may arise because of the negligence, misconduct or other fault of the indemnifying party, its officers, members, agents or employees in the performance of its obligations under this Agreement. This provision shall survive the termination or expiration of this Agreement.

2. In no event shall either party be liable for special, incidental or consequential damages, lost profits, lost use of equipment, cost of substitute equipment or other operational costs.

3. BCBE shall not be responsible for any tax liability incurred by OVEC or Provider for sums paid pursuant to this Agreement.

**D. General Clauses.**

1. This Agreement may not be assigned by either party without the express consent of the other party.

2. Neither party shall be required to perform its respective obligations hereunder when such failure is the result of fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, or like causes beyond the reasonable control of such party.

3. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and any action filed in a court of law to enforce it shall be filed in the Franklin County, Kentucky.

4. Any notice or communication required to be given under this Agreement shall be sent by U.S. mail or hand-delivered to the other party at the address specified in the preamble to this Agreement, unless a party has notified the other party in writing of a new address.

E. Provider shall not be considered an employee of the Bullitt County Board of Education. Nothing in this Agreement shall be construed as, or be deemed to create, a relationship of employer and employee, or principal and agent. As such, Provider shall not be entitled to paid vacation, sick leave, group health insurance, life insurance, participation in pension and profit sharing plans, workers compensation insurance, state or federal unemployment compensation insurance, FICA and other tax withholdings or any other benefits provided by the BCBE.

F. This Agreement shall constitute the entire agreement between the parties and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto indicate their consent to this Agreement by the signatures of their duly authorized representatives.

*Bullitt County Board of Education*

*Ohio Valley Educational Cooperative*

By: \_\_\_\_\_

By: *Don Marneylon*

Date: \_\_\_\_\_

Date: *7-3-18*

**Contractors must have a criminal  
background check.**