**CONTRACT FOR NONRESIDENT PUPILS (Hearing Impaired Unit)**

2012-2013 School Year

Instructions:

1. Contracts are required by KRS 157.350, which reads in part: “Each district which meets the following requirements shall be eligible to share in the distribution of funds from the fund to Support Education Excellence in Kentucky..(4) Includes no nonresident pupils in its average daily attendance, except by written agreement with the district of the pupil’s legal residence…”
2. The board of education of the district of residence and the board of education of the district providing instruction agree that all contractual terms, supplemental agreements, and other conditions governing this exchange of students are fully disclosed as set forth in (Attachment A).
3. Contract may be written to read “any”, “all”, or a specific number, subject to restrictions of the local board of education. (Attachment A).

I The board of education of the Elizabethtown Independent school district (district of legal residence of pupil(s) hereby enters into a contract with the board of education of the Hardin County school district to educate \_\_see attached\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(if more than one student list on back of contract). This contract further provides that the average daily attendance of the pupil(s) is to be counted in the Hardin County School district.

II The board of education of Elizabethtown Independent, district of legal residence of pupil(s), shall receive transportation credit for \_one\_\_\_\_ pupils reported in Part I, such credit to be calculated in accordance with KRS 157.370.

Enter herein on the date set forth below:

Hardin County Board of Education

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Chairman \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ School District

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Secretary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

\_\_\_\_\_\_\_\_\_\_\_\_\_Board of Education

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Chairman \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ School District

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Secretary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

**Regional Deaf/Hard of Hearing (DHH) Services**

Services to be provided by HCS to surrounding counties

**ATTACHMENT A**

1). Hardin County Schools (HCS) reserves the right to not accept any/all Hearing Impaired (HI) student(s) which may require hiring additional staff to cover services for students under IDEA/KDE guidelines.

2). The DHH campus and services shall be offered at New Highland Elementary, Bluegrass Middle, and John Hardin High School to students who have existing identification of Hearing Impaired (HI) or under Individuals Disability Education Act (IDEA) guidelines.

3). The sending district shall be responsible for providing Notice, Holding, Chairing, and completing all Admission and Release Committee (ARC) meetings for the student and HCS shall be invited to participate in all ARC meetings (note: participation of ARC may take place via conference call).

4). HCS shall count the enrolled student(s) on the annual IDEA December 1st Child Count.

5). HCS shall be responsible for any Medicaid billing or reimbursement for related services/equipment (excluding transportation costs).

6). Any student(s) determined by an ARC to require more intensive DHH services than HCS can provide shall be referred to Kentucky School for the Deaf (KSD) and the sending (home) district of the child’s residence shall be responsible for funding and transitioning said student(s) to KSD. The contract for services for that student(s) shall be revoked once this occurs.

7). Annual assessment scores for HI students served by HCS shall be subject to the guidelines from KDE Office of Assessment and Accountability.

HCS shall track and record all costs and financial obligations as a result of programming for each student(s) and the sending school district shall be billed for a portion of services as follows:

* DHH teacher salary shall be divided as a percentage (number of students from sending district/8 (total caseload) (resource) or number of student(s) from sending district/6 (total caseload) (special class).
* Any classroom (DHH) paraprofessional salary shall be divided as a percentage based on the number of student(s) from sending district/8 (total caseload).
* Interpreter salary shall be paid in equal percentage to the amount of time assigned to the student (i.e., full time, ½ day).
* Any funds used for interpreting services for after-school/extracurricular/field trips or substitutes from contracting agencies, shall be billed to the sending school district.
* There shall be no charge for conducting re-evaluations completed by HCS and for any/all charges incurred by this process or for any other expense and not limited to (phone participation for ARC, travel or cost for (substitute/interpreter), for out of district meetings, etc, shall be paid by the sending district.