

## CONTRACT

**THIS CONTRACT** is entered into this **1st** day of **July, 2015**, by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 701 East Main Street, Lexington, Kentucky 40502, hereinafter referred to as the Board, and **Central Kentucky Riding for Hope, INC. (CKRH)** PO Box 13155 Lexington, Kentucky 40583 hereinafter referred to as Second Party.

### **PARTIES:**

The Board of Education of Fayette County, Kentucky, **Special Education** has established the need to **contract with CKRH to provide educational services and facilities for an alternative program (The STABLES)]** and has determined that this need cannot be met by existing district staff.

**Central Kentucky Riding for Hope** provides **facilities and educational services for an alternative program** and has expertise or needed products as described herein.

### **PURPOSE:**

The purpose of this contract is to improve the availability of **resources and educational programming for students enrolled in an alternative program within Fayette County Schools (see attached for specific services.**

**NOW, THEREFORE**, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the **Special Education Department**, as an independent contractor, services under the direction of **Amanda Dennis, Interim Director**.
2. The second party shall provide **resources and educational programming for students enrolled in an alternative program within Fayette County Schools (see attached for specific services.**
3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of **\$80085**. Additional expenses to be reimbursed are **0**, with a total amount of this contract not exceeding **\$80085**.
4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.
5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.
7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

12. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

13. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

14. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

15. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

16. This agreement will be in effect from July, 2015, through June 30, 2016, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

Principal/Director's Approval

BOARD OF EDUCATION OF FAYETTE COUNTY  
KENTUCKY

Amanda Dennis 6-4-15  
Date

\_\_\_\_\_  
Marlene Helm, Acting Superintendent Date

\_\_\_\_\_  
**Central Kentucky Riding for Hope**  
Date

**Memorandum of Agreement Between  
Central Kentucky Riding for Hope (CKRH)  
And  
Fayette Co. Schools For  
The Stables School year 2015-16**

The purpose of this agreement is to establish the guidelines under which The Stables will operate. The Stables is based on an optional program model combined with a work program model designed to offer at-risk students an opportunity to enhance social competencies and learn life and academic skills in a non-traditional high school and middle school setting.

**Governance**

The governance of The Stables will consist of a Council consisting of the Stables Principal, Academic Dean, one faculty members the Program Director of CKRH, and Executive Director of CKRH. The Governance Council will use Kentucky Revised Statute 160.345 as its guiding model to outline the roles and responsibilities of governance. This council will have the authority to set policy consistent with district policy, both secondary and postsecondary. The Principal shall be the primary administrator and the instructional leader of the school and with the assistance of the total staff shall administer the policies established by the Governance Council and the respective institutions.

**Space/ Location**

The Stables students will be housed on the CKRH campus. Two classrooms and common areas will be designated for The STABLES program usage throughout the school day. The following are considered common areas: all restrooms, lobby program walkway, barn, arena (when available) parking lot and all outdoor space. In the event of utilization of other areas (kitchen, upstairs observation, conference room) may incur additional charges as documented in the contract. CKRH will be responsible for general maintenance of the rental property.

CKRH will be responsible for general maintenance and upkeep of the CKRH facility. FCPS teachers will be responsible for maintaining clean, organized classrooms and storage room. It is the responsibility of all staff, both CKRH and FCPS, to maintain cleanliness of common areas.

CKRH will provide utilities to said facilities. CKRH will also be responsible for providing internet access and support for the school in collaboration with FCPS technology staff. Any updates or alterations will be a collaborative project with all parties represented. All installations and structural changes such as but not limited to adding communication drops, pulling communication cable, electrical wiring, wireless network, shelving, etc. must be approved by CKRH Executive Director. Structural modifications must be restored to the original condition if removed/changed.

Any structures added or changed to the outdoor environment must be approved by the CKRH Executive Director.

FCPS will provide a computer workstation for every Stables student and will supply The STABLES staff with all office supplies, printer, scanner, copier, fax machine through FCPS. Wireless connectivity and other IT expenses will be the responsibility of FCPS. FCPS will provide staff with communication and own phone line for programming needs as well as on site communication.

CKRH will supply FCPS staff with keys to classrooms and main entrance for FCPS Stables program and other areas of the CKRH facility as deemed necessary for educational programming. The governance council will decide how keys are distributed to employees of FCPS and CKRH.

### **Property Damage and Repairs**

If property damage occurs as a result of The STABLES presence in the facility, CKRH will schedule and implement all repairs and FCPS will be responsible for all cost associated with the repairs. Any visit from the fire department initiated by student conduct, FCPS will be responsible for all charges associated therewith.

### **Faculty/Staff**

The STABLES faculty/staff will consist of one Director and Administrative Dean and five faculty members. The program director of CKRH will serve as liaison between CKRH and The STABLES. The STABLES students who are identified through school process will be required to meet all graduation requirements. Salaries for all FCPS staff will be provided through FCPS and a contract with CKRH staff for activities that require certification for equine activities. All staff will be required to meet the criteria for volunteer status in FCPS and CKRH.

### **Academic Calendar**

The STABLES students will follow the FCPS calendar for begin/end dates and all holidays/breaks while attending at CKRH campus.

### **Students**

The students for the program will be identified through an application process. Students with and without disabilities are eligible to participate in the program. All students will retain the right to participate in district school extracurricular activities if all requirements by district school are met. Students placed at The STABLES though directors or board may be limited or disallowed from participating in district school activities by placement conditions.

### **Services to Participants**

Staffing needs and cost provisions have been based on serving 60 students in The Stables program. If the number of students surpasses 60 individuals, the contract may be re-negotiated.

### **Disability Support Services**

The program will be responsible to meet all academic guidelines set forth in an Individual Education Program. All disabilities will be supported for students enrolling or placed in the program.

### **Insurance Liability and Safety**

CKRH will be responsible for traffic control and designated parking for faculty and students. FCPS will be responsible for all liability insurance for all STABLES faculty, staff, students that may result in injury to the previously listed participants. FCPS will also be responsible for payroll and workers compensation for faculty and staff.

FCPS would be responsible for adding Central Kentucky Riding for Hope to their liability policy as an Additional Insured. CKRH will need a certificate of insurance showing that CKRH has been added to FCPS policy as an additional insured with general liability limits of at least \$1,000,000 per occurrence through an "A" rated admitted insurance carrier.

CKRH shall provide casualty insurance on its buildings insuring against fire and any of the extended coverage perils. In the event of damage to the buildings, CKRH has no responsibility to provide space for The STABLES during the time the building is unusable.

### **Transportation**

FCPS will arrange bus transportation for all STABLES students. The STABLES students may also provide their own transportation and will be required to park in designated student parking. CKRH assumes no liability for students traveling to and from the campus. CKRH assumes no liability for any STABLES student/faculty/staff personal vehicle on campus.

CKRH will designate bus route and drop off and pick up locations as well as passes into the facility in collaboration with FCPS transportation department. On days of inclement weather, CKRH agrees to communicate needs to Kentucky Horse Park staff (KHP) so that plowing and clearing of the roads within the KHP are completed in a timely manner for FCPS bus transportation. CKRH will insure that drop off location to the doors of the facility are clear.

Student drop off will be 8:00am, with pick up at 3:20pm.

### **Lunch**

Lunch for The STABLES both students and teachers will be supplied by FCPS. CKRH will determine areas for lunch both indoors and outdoors and will provide kitchen accommodations to house food, condiments and utensils. A space will be designated for a breakfast and lunch vending system with all appropriate electrical and wireless ability needed.

### **Scheduling**

All students will have designated schedules and passes for the school day. Teachers will be responsible for students being in the areas designated by the student or school schedule. The counselor will provide additional support to make sure daily activities run smoothly and communication is facilitated among all stakeholders. Students will be provided classroom instruction, orientation to facilities and activities to promote social competencies and life skills.

### **Student Discipline**

FCPS and CKRH staff will oversee all discipline related to The STABLES students. The STABLES students will abide by all rules associated with the CKRH policy and procedures as well as FCPS code of conduct. Safety and emergency procedures as required by both FCPS and CKRH policies will be followed.

### **Signatures**

Fayette County Public Schools

Central Kentucky Riding for Hope, Inc.

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Dr. Marlene Helm, Interim Superintendent

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Patricia T. Kline, Executive Director of CKRH

Fayette County Public Schools

Central Kentucky Riding for Hope