

MEMORANDUM OF AGREEMENT
JEFFERSON COUNTY BOARD OF EDUCATION
AND
HEUSER HEARING AND LANGUAGE ACADEMY

THIS Memorandum of Agreement ("Agreement"), entered into by and between the Jefferson County Board of Education dba Jefferson County Public Schools ("JCPS"), located at 3332 Newburg Road, Louisville, KY 40218, and Heuser Hearing and Language Academy ("Academy"), a non-profit facility located at 115 E Kentucky St, Louisville, KY is for the purpose as hereinafter set forth.

WHEREAS JCPS Early Childhood Education Program ("Early Childhood"), offers programs for three- and four-year-old children designed to prepare children socially, physically, emotionally, and educationally for elementary school and also in compliance with Kentucky State Law and federal regulations promulgated to implement Public Laws 101-476 and 99-457 addressing responsibility for providing evaluation, special education and related services for disabled children and youth.

WHEREAS JCPS is obligated to provide an appropriate education for all children and youth identified with special needs ages 3-21 residing within the Jefferson County School District, and whereas the programs in the Jefferson County School District are limited in regard to highly specialized programs for specific populations, and whereas JCPS must provide special education and related services for identified 3, 4, and 5 year old children with special needs, JCPS recognizes the responsibility to provide an educational program for students with disabilities who will be enrolled in the preschool/kindergarten program at the Academy.

THEREFORE, the parties mutually agree as follows

Jefferson County Public Schools agrees to:

1. Provide one Early Childhood class at the Academy for the 3 and 4 year old children based on state class size requirements at no cost to the Academy.
2. Manage and control all education and academic programs, pursuant to KRS 160.290.
3. Provide at no cost to the Academy, teachers of Early Childhood and of Exceptional Child Education based on state class size requirements for the education of the 3, 4 and 5- year old children enrolled in the Academy.
4. Provide, at no cost to the parent, related services as determined by the Administrative Admissions and Release Committee (AARC) and included in the Individual Education Plan (IEP) of each 3, 4 and 5- year old child enrolled in the Academy that qualifies for Exceptional Child Education services.

Heuser Hearing and Language Academy agrees to:

1. Provide a full-time instructional assistant, at no cost to JCPS, in Early Childhood/ Kindergarten class for 3, 4 and 5- year old children.
2. Provide other services needed for medical, health, or aesthetic reasons, to be mutually agreed by JCPS and the Academy.
3. Not to discriminate in recruitment or employment on the basis of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability.
4. Not to deny equal educational opportunity to deaf and hard of hearing students because of a student's race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, or disability.

Period of Performance: Performance under this Agreement shall begin July 1, 2017 and shall not extend beyond the estimated completion date of June 30, 2018 (“Term”) unless the Term is further extended for additional periods under terms as may be mutually agreed upon in writing. Heuser Hearing and Language Academy agrees to give JCPS notice in writing of its intention to continue the Project not less than sixty (60) days prior to the completion date.

Termination: This Agreement may be terminated by either party with or without cause upon not less than sixty (60) days written notice to the other party. This Agreement may be terminated immediately by either party upon ten (10) business day’s written notice to the other party for its failure to cure a material breach of this Agreement.

Modifications. No waiver, alteration or modification of the provisions in this Agreement shall be binding unless in writing and mutually agreed upon.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

7. Entire Agreement. This Agreement, together with any attachments hereto and any written amendment or modification that may hereafter be agreed to by the parties in accordance with the modification provisions above, constitute the entire understanding between the parties with respect to the subject-matter hereof and supersede any and all prior understandings and agreements, oral or written, relating hereto.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto this 28th day of June, 2017.

JEFFERSON COUNTY PUBLIC SCHOOLS:

BY: _____

Donna M. Hargens, Ed.D.
Superintendent

HEUSER HEARING AND LANGUAGE ACADEMY:

BY:  _____

Brett Bachman