

AGREEMENT

The individual members of the Northern Kentucky Cooperative for Educational Services Inc. (Co-op), being desirous of protecting themselves from legal claims arising out of the Alternative Education Programs of the Co-op in which all of them do not participate, enter into this Agreement this 13th day of September, 2017:

WHEREAS, the Co-op offers alternative education programs to students from the members of the Co-op who chose not to provide such Alternative Education Programs within their own District. These programs are: Phoenix, Challenge and The Learning Academy (Alternative Education Programs); and

WHEREAS, some members of the Co-op do not participate in the Alternative Education programs offered by the Co-op. These members are Boone County Schools, Bracken County Schools, Kenton County Schools, Silver Grove Schools, Williamstown Independent Schools, Walton-Verona Schools (Non-participating Members); and

WHEREAS, some members of the Co-op do participate in the Alternative Education Programs offered by the Co-op. These members are Beechwood Independent Schools, Bellevue Independent Schools, Campbell County Schools, Covington Independent Schools, Dayton Independent Schools, Erlanger-Elsmere Independent Schools, Fort Thomas Independent Schools, Ludlow Independent Schools, Newport Independent Schools, Pendleton County Schools and Southgate Independent Schools. (Participating Members); and

WHEREAS, the Participating Members of the Co-op pay the total costs of the Alternative Education Programs of the Co-op on a per student fee basis; and

WHEREAS, the potential exists for Claims of both a judicial and administrative as well as a financial nature arising out of the Alternative Education Programs of the Co-op (Claims); and

WHEREAS, all individual members of the Co-op agree that Non-participating

Members, as well as is/their representatives should not be held liable for any claim arising out of the Alternative Education Programs:

NOW THEREFORE the individual members of the Co-op as well as the Co-op itself agree as follows:

1. Each Non-participating Member of the Co-op and each person who represents the Non-participating Member at the Co-op shall be jointly and severally indemnified by the Participating Members to the full amount against any liability, and the reasonable cost or expense (including attorney fees, monetary or other judgments, fines, excise taxes, or penalties and amounts paid or to be paid in settlement) incurred by each Non-participating Member or its representative arising out of such Non-participating Member(s) and representative(s) participation in the other activities of the Co-op to the extent that such Non-participating Member and its/their representative(s) is/are not covered by Insurance maintained by the Co-op or individual members of the Co-op; provided, however, no such person shall be indemnified against any such liability, cost, or expense incurred in connection with any action, suit, or proceeding in which such person shall have been adjudged liable on the basis that personal benefit was improperly received by such person, or if such indemnification would be prohibited by law.
2. Such right of indemnification for the Non-participating Member(s) and its/their representatives shall be a contract right and shall include the right to be paid by the Co-op, its Participating Members, and its/their respective Insurance Carriers, jointly and severally, the reasonable expenses incurred in defending any threatened or pending action, suit, or proceeding in advance of its final disposition; provided, however, that such advance payment of expenses shall be made only after delivery to the Co-op of a request for payment pursuant to this Agreement by or on behalf of such Non-participating Member(s) and/or its/their representative to repay all

amounts so advanced that such person is not entitled to such indemnification.

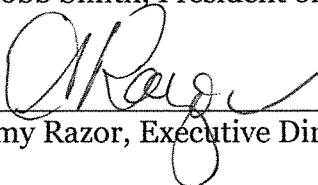
3. Any repeal or modification of this Agreement shall not affect any rights or obligations then existing.
4. The Co-op shall maintain liability insurance, at its own expense, to protect itself and any Member acting for and on its behalf, against any such liability, cost, or expense arising out of a Claim(s), whether or not the Co-op would have the power to indemnify such person against such liability, cost, or expense under the laws of the Commonwealth of Kentucky, .
5. The indemnification provided by this Agreement shall not be deemed exclusive of any other rights which those seeking indemnification may have or hereafter acquire under any bylaw, agreement, statute, vote of members or board of directors, or otherwise.
6. If this Agreement or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Co-op and its Participating Members shall nevertheless indemnify each Non-participating Member and its/their Representative(s) to the full extent permitted by any applicable portion of this Agreement that shall not have been invalidated or by any other applicable law.
7. This term of this agreement shall expire on June 30, 2018, however all obligations arising out of facts and/or occurrences during the term of this Agreement shall remain in full force and effect.

AGREED:

NORTHERN KENTUCKY FOR EDUCATIONAL SERVICES By:



Mr. Robb Smith, President of NKCES Board of Directors



Ms. Amy Razor, Executive Director