



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF  
EDUCATION**

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Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

October 21, 2019

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve an agreement with regional school districts for Deaf and Hard of Hearing (DHH) students to attend our Kenton County DHH program .

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

In recent years, Kenton County DHH instructors have provided services for neighboring school districts to meet the needs of the district's DHH population in the event that the neighboring district did not have a DHH certified teacher. Districts that have utilized the Kenton County DHH program are Covington, Ludlow, and Erlanger-Elsmere. A slot cost for participation in the 2017—2018 school year was \$37,145 per student. This amount was based on KC district DHH total staff and total DHH student enrollment. A slot cost for the 2019-2020 school year would be \$26,667 per student. Slot cost only includes participation in the program. It does not include transportation.

**FISCAL/BUDGETARY IMPACT:**

NA.

**RECOMMENDATION:**

Approval of an agreement with regional school districts for Deaf and Hard of Hearing (DHH) students to attend our Kenton County DHH program, contingent upon board attorney approval of agreement.

**CONTACT PERSON:**

Marta Scott, Director of Special Education

 

**Principal**

**District Administrator**

  
**Superintendent**

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn  
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

## KENTON COUNTY DEAF AND HARD OF HEARING PROGRAM ENROLLMENT AGREEMENT

This Kenton County Deaf and Hard of Hearing (DHH) Enrollment Agreement is entered into by and between the Kenton County School District, a body politic of the Commonwealth of Kentucky (hereinafter referred to as "Kenton") and the \_\_\_\_\_, a body politic of the Commonwealth of Kentucky, hereinafter referred to as ("\_\_\_\_\_") this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**WHEREAS**, the Kenton County School District will allow students from other regional school districts to attend the Kenton County DHH program;

**WHEREAS**, Kenton has the capacity to offer DHH instructor services to \_\_\_\_\_ and \_\_\_\_\_ desires to make use of such services, and

**WHEREAS**, the parties desire to reduce their agreement for the provision of such DHH services to writing,

**NOW THEREFORE**, in consideration of the mutual promises and payments described herein, the parties agree as follows:

1. **Term**. The term of this Agreement shall be one (1) year commencing on \_\_\_\_\_. This Agreement shall automatically renew for successive one (1) year terms unless terminated by either party as provided for herein.

2. **Services**. Kenton shall provide the following services under this agreement:

- DHH instruction to help meet the needs of the regional district's DHH population;

Kenton shall NOT provide the following services under this agreement:

- Transportation is not included and must be provided by \_\_\_\_\_.

3. **Payment/Pricing**. Pricing for participation in the program will be determined 60 days prior to the beginning of the school year and will be based on total DHH staff and total DHH student enrollment. Payment for the services shall be rendered within 30 days of the start of the school year.

4. **Indemnification**. The parties agree to indemnify, defend, and hold each other harmless for all liability including bodily injury that may result from

activities described herein. The parties acknowledge that each is entitled to certain levels of immunity from liability as governmental entities, and neither party, by entering this contract, intends that this Agreement act as a waiver of any immunity to which it may be entitled under applicable law.

8. **Termination.** Either party may terminate this agreement by giving written notice to the other party on or before March 1 of any school year in which this Agreement is in force, provided that services provided hereunder shall continue until the end of such school year.

10. **Miscellaneous.**

- a. The terms of this Agreement shall be governed by the laws of the Commonwealth of Kentucky;
- b. This Agreement may be executed in two (2) originals, with each party maintaining an original;
- c. The parties agree that any dispute that may arise out of this Agreement shall be handled through mediation prior to either party commencing litigation. The parties shall make their best efforts to agree on a mediator for any such dispute.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the date first written above.

\_\_\_\_\_ **SCHOOL DISTRICT**

**KENTON COUNTY SCHOOL  
DISTRICT**

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

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

ATTEST:

ATTEST:

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