



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

**THE KENTON COUNTY BOARD OF
EDUCATION**

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41017

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Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

August 29, 2018

AGENDA ITEM (ACTION ITEM):

Consider/Approve working with Northern Kentucky Services for the Deaf (NKSD) on an as needed basis to provide licensed sign language interpreters when KCSD interpreters are absent.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

The District has multiple students and one staff member who require deaf and hard of hearing (DHH) interpreters. Due to a shortage in this field and the unique skill sets of these individuals, we do not have a pool of substitutes of DHH interpreters. In the event of an absence of one of our interpreters, KCSD is required to provide these services per the student's IEP and American Disabilities Act (ADA). KCSD has used the services of NKSD for multiple years.

FISCAL/BUDGETARY IMPACT:

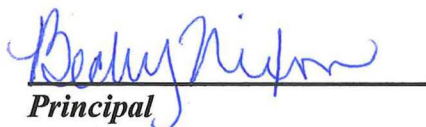
The cost for these services will vary depending upon the number of absences of the interpreters. The cost of services will be taken from District Funds: Special Education General Fund

RECOMMENDATION:

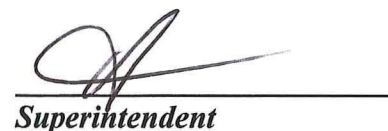
Approval to continue working with Northern Kentucky Services for the Deaf on an as needed basis to provide licensed sign language interpreters when District interpreters are absent. It is requested the contract renew after one calendar year and each subsequent year unless terminated by either party.

CONTACT PERSON:

Becky Nixon


Principal


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Joshua Crabtree, Esq. Carla Egan Jesica Jehn
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."

NORTHERN KENTUCKY SERVICES FOR THE DEAF, INC.

Providing Qualified Interpreters Since 1999

PO BOX 121318 ~ COVINGTON, KENTUCKY 41012-1318

Located at 19. PIKE STREET

(859) 372-5255 English (859) 757-2654 ASL

SERVICE AGREEMENT

Client/Company Name: _____
Address: _____
Phone: _____
Email: _____

NKSD offers sign language interpretation, captioning, classes, and associated education and advocacy ("Services") to its clients. Thank you for the opportunity to provide certain of these Services to you. In order to provide you with the best service possible, this agreement contains the terms which will govern NKSD's relationship with you. Please also take note of NKSD's Privacy Policy, attached hereto as Exhibit A. NKSD appreciates the trust you place in it, and goes to great lengths to protect your information and maintain its confidentiality.

This Service Agreement (the "Agreement") is entered into this _____ day of _____, 20____, by and between **Northern Kentucky Services for the Deaf, Inc., a Kentucky corporation** (hereinafter referred to as "NKSD") and the Client identified above ("Client").

1. Services Acquired

NKSD hereby agrees to provide such Services to Client as it may request during the Term of this Agreement, subject to the provisions herein contained. NKSD is happy to sign any waivers Client may request or require, provided it is informed of this need.

2. Fee Structure

a. **Base Fee and Hourly Charges**

Client shall compensate NKSD in exchange for providing the Services requested as identified in this Section 2. All charges are subject to change.

1. Basic Charges.

(a) Monday-Friday (8:00 am-5:00 pm). A Base Fee of \$110.00 shall be charged for the first Two (2) hours of an appointment. Any appointment lasting longer than Two (2) hours shall incur additional Hourly Charges in One-Half (1/2) hour increments at the rate of \$55.00 per hour.

(b) Monday-Friday (after 5:00 pm), Weekends, Federal Holidays and Same Day Requests. A Base Fee of \$120.00 shall be charged for the first Two (2) hours of an appointment. Any appointment lasting longer than Two (2) hours shall incur additional Hourly Charges in One-Half (1/2) hour increments at the rate of \$60.00 per hour.

(c) Weddings and Funerals. A flat fee of \$120.00 shall be charged for all wedding and funeral Services.

(d) Legal Proceedings. A Base Fee of \$120.00 shall be charged per appointment. Any appointment lasting longer than One (1) hour shall incur additional Hourly Charges in One-Half (1/2) hour increments at the rate of \$65.00 per hour. Any appointment requiring more than one interpreter or, the use of a Deaf interpreter shall incur similar Charges for each interpreter.

2. Hourly Calculations.

(a) For purposes of Sub-sections (a), (b) and (d) above, the Base Fee shall include one-way travel time from NKSD's Covington office to the location of the appointment, if such location is within Thirty (30) miles of the Covington office. If the location is more than Thirty (30) miles from the Covington office, the Base Fee shall include round trip travel time (plus mileage reimbursement) from either NKSD's Covington office or the interpreter's or captionist's beginning location, whichever is closer to the appointment.

(b) All charges shall be calculated in one-half hour increments, with any partial hour being rounded to the next highest one-half hour increment.

(c) Assignments ending prior to the originally scheduled time will be charged for the number of hours originally scheduled.

(d) If, after an interpreter or captionist arrives at an appointment, Client determines that he/she is not needed, Client shall still be charged for the duration of the scheduled appointment pursuant to the charges identified in this Section 2.

b. Additional Charges

In addition to the charges identified in subsection (a) above, the following charges shall be billed to Client, as applicable:

1. Mileage Allowance. A mileage allowance will be charged, at the applicable State's or Federal rate, for any appointment located more than Thirty (30) miles from NKSD's Covington office.

2. Additional Interpreter, Captionist or Deaf Interpreter¹. NKSD will determine, on a case by case basis, whether the services of a second interpreter, captionist or deaf

¹ A deaf interpreter is a trained interpreter who is deaf or hard of hearing. This interpreter has background experience that can ensure effective communication. Having a deaf interpreter is especially helpful for individuals

interpreter are needed for a given appointment. If NKSD decides such additional services are necessary, it will make arrangement for the additional interpreter, captionist or deaf interpreter, and, the Services of each shall be billed pursuant to the charges identified in subsection (a) above.

3. Deaf-Blind Interpreter. An additional fee of \$5.00 per hour shall be added to the Base Fee, Hourly Charges, and/or flat fee identified in subsection (a), as applicable, for any deaf-blind interpreter requested by Client.

4. High Risk/High Profile Environments. NKSD reserves the right to increase any charges for appointments located in environments that it considers, in its sole discretion, highly risky or high profile. Any such determination shall only be made prior to the provision of Services, following a discussion with Client, and with the Client's prior approval.

5. Lodging and Meals. Costs of lodging and meals may be charged to Client for early morning or late evening appointments which require the interpreter or captionist to travel more than 75 miles from his/her beginning location. Any such determination shall only be made prior to the provision of Services, following a discussion with Client, and with the Client's prior approval.

6. Preparation Fees. For the presence of an interpreter, a One (1) hour additional fee per week or, per Two (2) hours of continuous class time, shall be charged for any post-secondary or higher education class at the 200 or above course level. For the presence of a captionist, a one time, One (1) hour additional fee shall be charged for any post-secondary or higher education class at the 200 or above course level. NKSD reserves the right to charge preparation fees for lower level classes, in its discretion, based on the complexity of the subject course material and terminology. Such additional charges shall be disclosed and agreed to by Client prior to the provision of Services.

3. Invoices

Unless otherwise agreed by the parties in writing, Client will be billed for the charges identified in Section 2 on a bi-monthly basis. Payment shall be due and payable upon receipt of invoice. If not paid in full within Thirty (30) days of the invoice date, NKSD reserves the right to charge interest at the rate of 1.5% per month on any unpaid balance of Client's bill.

4. Cancellation Policy

Cancellation of a scheduled one-day appointment shall require 24 hours notice. Cancellation of a scheduled consecutive day appointment shall require 48 hours notice. If the applicable notice requirement is not satisfied, Client shall be charged for the full appointment, as scheduled. Provided, however, that if an interpreter or captionist is requested and cancelled within the same day, Client will not be charged unless the interpreter or captionist has traveled more than half way from his/her beginning location to the location of the assignment.

who are not proficient in English, who may have been raised in isolation with minimal language exposure, or have delayed language development.

In the event Client has scheduled recurring appointments² and the remaining recurrences are cancelled after the first appointment, Client will be charged for the equivalent of two weeks of the scheduled appointments as severance consideration.

All cancellations shall be made by calling the NKSD office during regular business hours, or by calling the NKSD after-hours line after regular business hours or on weekends or holidays.

5. Interpreter and Captionist Decorum

NKSD interpreters and captionists shall at all times conduct themselves in a respectful manner. Prior to any appointment, Client should inform NKSD of any specific policies it may have regarding conduct, appearance, and safety by which the interpreter or captionist will be expected to abide, so that NKSD can ensure compliance. Please note, however, that NKSD interpreters and captionists are not trained in Client's profession and cannot be expected to act as a substitute for Client's staff. As such, interpreters and captionists shall not act on Client's behalf without Client's physical presence and direction.

6. Non-Solicitation

During the Term of this Agreement and for a period of One (1) year thereafter, Client shall not induce or attempt to induce any person who has worked for NKSD, as either an employee or independent contractor, at any point during the Term of this Agreement, to leave the employment of NKSD, or in any manner hire such a person to perform services similar to those provided by NKSD. The parties agree that any breach of the terms of this provision shall cause immediate and irreparable injury to NKSD for which there exists no adequate remedy at law, thus entitling NKSD to immediate injunctive relief to enjoin such breach, without prejudice to any other rights or remedies afforded it under this Agreement or any applicable law.

7. Termination

The term of this Agreement ("Term") shall be One (1) year, commencing on the date first written above. The Agreement shall automatically renew for successive One (1) year Terms unless notice of intent to terminate the Agreement is provided by one party to the other, in which case the Agreement will terminate at the end of the then current term.

8. Miscellaneous

a. Amendments. This Agreement shall not be amended without the express written consent of both parties hereto.

b. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

² Examples of recurring appointments include: Every Monday and Wednesday from 1pm-5pm; June 1-September 8

c. **Waiver.** The failure of any party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of the party to enforce such provision. The waiver of any breach or default or the failure to exercise any right shall not be deemed a waiver of any subsequent breach or default or waiver of the right to exercise any other right.

d. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

e. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

f. **Assignment.** This Agreement is assignable by NKSD to a successor in interest, but shall not be assignable by Client.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first noted above.

**Northern Kentucky Services for the Deaf, Inc.
a Kentucky Corporation**

By: _____
Teresa Moon Flaherty, President

Client Name:

By: _____

Print: _____

Title: _____

EXHIBIT A

Privacy Policy Notice

NKSD knows that the privacy of the personal information that we receive about you and your clients/patients is important to you, and we understand that you trust us to protect the confidentiality and security of that information. The information that we collect about you or obtain during appointments is used only to provide the services that you request from us. Although there is a federal law designed to protect the privacy of nonpublic personal information about consumers, as interpreters and captionists, we have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Please note that, with respect to certain Services that may be provided to you and require the disclosure of medical information, NKSD is considered a Business Associate for purposes of the HIPAA Privacy Rule, and is governed by all applicable confidentiality and privacy rules required thereby.

This notice informs you of our privacy policy and describes how we treat the information that we receive about you.

Information We May Collect About You

We collect nonpublic personal information about you and your clients/patients only in connection with providing you and your clients/patients with the services you request. The types of nonpublic personal information that we collect vary according to the services that we perform for you, and may include:

- Information that we receive from you and your clients/patients (such as your name, address, income, assets, social security information, and other financial or household information);
- Information about your relationship and past history with us and others (such as the types of services we provide to you, your invoice balances and payment history); and
- Information that we receive, with your authorization, from third parties.

How We Handle Your Information

We do not disclose any public or nonpublic personal information about you or your clients/patients that you have provided to us to anyone outside of NKSD, except as authorized by you or required by law. For example, with your consent, we may disclose personal information to a third-party contractor who is assisting us in providing services to you. In addition, we will release information to the extent required by law or regulation. We do not sell client information to anyone or disclose client information to marketing companies.

How We Protect Your Information

We restrict access to public and nonpublic personal information about you and your clients/patients that you have provided to us to those within NKSD who need to know the information to provide services to you. All of our employees and independent contractors are required to maintain the confidentiality of all nonpublic personal information about you. We maintain physical, electronic, and procedural safeguards that comply with both federal law and our more stringent professional standards to protect the public and nonpublic personal information that you have provided to us.

Questions

As always when it comes to your relationship with NKSD, if you have questions or would like additional information, please contact Teresa Moon Flaherty at 859-372-5255.