



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

**THE KENTON COUNTY BOARD OF  
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY  
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Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

8/30/18

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve** Consider/Approve the Independent Contractor Agreement with Northern Kentucky Community Action Commission, Inc. (NKCAC) to operate a Head Start Classroom at Fort Wright Elementary for the 2018-2019 school year.

**APPLICABLE BOARD POLICY:**

**01.11 General Power and Duties of the Board**

**HISTORY/BACKGROUND:**

The Independent Contractor Agreement with Northern Kentucky Community Action Commission, Inc. provides a classroom for NKCAC to operate a Head Start Classroom. During the 2017-18 school year this classroom was located at Beechgrove Elementary and operated with the capacity for 20 children maintaining a full enrollment the majority of the year. Due to space limitations with the increase of full day Kindergarten this program will transition to Ft Wright Elementary. Programming will be offered to Kenton County residents meeting the eligibility guidelines fully staffed and licensed through NKCAC. Capacity will again be 20 students and it is anticipated to reach full enrollment.

**FISCAL/BUDGETARY IMPACT:**

This is a collaboration between NKCAC and the Kenton County School District. KCSD is providing a classroom and custodial services to maintain the space.

**RECOMMENDATION:**

Approval of the Independent Contractor Agreement with Northern Kentucky Community Action Commission, Inc. (NKCAC) to operate a Head Start Classroom at Fort Wright Elementary for the 2018-2019 school year.

**CONTACT PERSON:**

Ellen Zimmer

\_\_\_\_\_  
**Principal**

*Ellen Zimmer*  
\_\_\_\_\_  
**District Administrator**

*[Signature]*  
\_\_\_\_\_  
**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.*"

**Kenton County**  
**Public Schools**  
1055 Eaton Drive  
Fort Wright, Kentucky 41017

**INDEPENDENT CONTRACTOR AGREEMENT WITH NORTHERN KENTUCKY COMMUNITY ACTION COMMISSION, INC. (NKCAC)**

This Independent Contractor Agreement ("Agreement") is entered into by and between the **Kenton County Public School District** and the INDEPENDENT CONTRACTOR identified above (NKCAC) as of the date identified by the last signature to this Agreement, with terms identified below:

**Purpose:**

**NKCAC** is partnering with the **Kenton County School** to provide early childhood educational services to preschool children so that more children are ready to succeed at the preschool and primary school levels. **NKCAC** intends to provide high quality educational experiences to children of low income working families, but reserves the right to provide its services to private pay children as well. **NKCAC** will provide these quality services so that they are affordable and convenient to working families.

**1. Performance of Contractor:**

- 1.1** **NKCAC** agrees to provide for children who live and are enrolled in one or more **Kenton County schools**.
- 1.2** **NKCAC** shall accomplish the work according to its own means and methods and subject to control of **Kenton County Schools** only as quality and timeliness of results.
- 1.3** **Kenton County Schools** shall provide all other office space/ parent room for one classroom so that all learning spaces are abundantly equipped with appropriate learning materials. All classroom materials will remain the property of **Kenton County Schools**, unless the materials are provided or procured by **NKCAC**.
- 1.4** **NKCAC** shall hire, train, pay and supervise the staff that provides its early childhood services. All staff will have background checks that meet or exceed the background check requirements of the **Kenton County Schools**, prior to working with the children. **NKCAC** shall be responsible for the cost of said background checks, and shall be solely responsible for all decisions relating to the hiring, supervision, training, and discipline of the staff.

- 1.5 **NKCAC** shall align its curriculum with Kentucky's Early Learning Standards and shall make all best efforts to earn a star rating from the State of Kentucky by the end of the school year, and will make all best efforts to earn national accreditation by the end of the school year.
- 1.6 **NKCAC** shall communicate regularly with the **Kenton County Schools** pre-school teachers, the principal, or other district administrators, on an as needed basis, on the on-going progress of the children shared by **NKCAC** and **Kenton County Schools**.
- 1.7 **NKCAC** shall operate the early childhood classrooms the hours and days necessary so that its educational services are convenient for the majority of working families (before and after school, summers as needed and if feasible). Work hours 7:45am -4:15 pm Monday through Thursday and School hours are 8:00 am – 3:00 pm
- 1.8 **NKCAC** will provide additional learning strategies that enable families to support their child's education.
- 1.9 **NKCAC** agrees to defend, indemnify, and hold **Kenton County Schools** harmless from any claims arising out of or respecting the work or work product provided by **NKCAC** pursuant to this Agreement, as well as any and all claims or damages sought for acts or omissions of **NKCAC** and/or its staff
- 1.10 **NKCAC** agrees that it and its agents and employees shall perform their services in a dignified and respectable manner and that neither it nor its employees shall act in a manner involving fraud, moral turpitude, or violation of law.
- 1.11 **NKCAC** shall provide **Kenton County Schools** with a current certificate of insurance throughout the lifetime of this Agreement

## 2. Independent Contractor Relationship:

- 2.1 By this Agreement **Kenton County Schools** and **NKCAC** acknowledge and agree that there does not exist between them the relationship of employer-employee, principal-agent, or master-servant, either expressed or implied, but that **NKCAC** is strictly an "Independent Contractor."
- 2.2 **NKCAC** agrees and acknowledges that it is holding itself out to the general public as an independent contractor in its trade for other work, and that within work to be performed for **Kenton County schools** is not exclusive.
- 2.3 **NKCAC** agrees and acknowledges that is the employer of its staff and is solely responsible for payments of said staff's unemployment compensation insurances.
- 2.4 **Kenton County Schools** is not responsible for withholding federal or state income taxes, or any other taxes on the Head Start staff and **NKCAC** will be responsible for these taxes.

2.5 **Kenton County Schools** is not responsible for withholding or paying in any way contributions under the Federal Insurance Act, but **NKCAC** will be liable for these expenses, if any.

2.6 **Kenton County Schools** is not responsible for **NKCAC** staff health benefits, medical expenses, life insurance, and/ or retirement fund.

2.7 **NKCAC** acknowledges that **Kenton County Schools** does not provide, and no obligation to provide, workers' compensation insurance to **NKCAC** or its employees by reason of its status as an independent contractor under this Agreement.

### 3. **Performance of Kenton County Schools**

3.1 **Kenton County Schools** shall provide classroom space and utilities to Head Start at no cost. The classroom, office/parent room, shall contain a bathroom and be located above-ground.

3.2 **Kenton County Schools** shall provide easy access for parents who are dropping off or picking up their children

3.3 **Kenton County Schools** shall provide access to indoor and outdoor large muscle space for pre-school children to play.

3.4 **Kenton County Schools** shall provide breakfast, snack and lunch to the children, served family style, during the regularly scheduled school day as outlined by the school calendar. **Kenton County Schools** shall also provide family style meals to staff that will be paid for by **NKCAC**.

3.5 **Kenton County Schools** shall provide training to **NKCAC** staff where appropriate, but especially in those curricular areas where **NKCAC** staff is to reinforce the curriculum used by **Kenton County Schools**

3.6 **Kenton County Schools**, and its staff, shall communicate with **NKCAC's** staff on areas where shared children require more help.

3.7 **Kenton County Schools** shall provide up to 20 minutes of unreimbursed janitorial service each day in each room.

3.8 **Kenton County Schools** shall promote **NKCAC's** services to families

3.9 **Kenton County Schools** shall hold **NKCAC** harmless for any and all acts or omissions of the **Kenton County Schools** and/or its staff **Kenton County Schools** warrants that it is fully insured

in accordance with state mandates for public schools, and carries general liability and workers compensation for all of its employees.

**4. Miscellaneous:**

**4.1** NKCAC agrees that it will comply with all applicable federal, state, and municipal laws, rules, codes, regulations, and ordinances, including, but not limited to the student confidentiality laws in FERPA and KFERPA, and all other rules, laws, and regulations that govern school districts and students in school districts in Kentucky.

**4.2** NKCAC represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and recordkeeping with respect to identity and eligibility for employment, and prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status.

**4.3** The term of this contract will be for one year, commencing on the first day of 2017-2018 school year, and shall automatically renew each year thereafter, until or unless one of the parties exercises the option to terminate the contract, by giving the other party written notice at least 60 days prior to the terminations. Each party may terminate this contract, subject to the 60 days written notice, for any reason. Upon termination, each party shall be restored their respective property.

**4.4** This contract may only be modified by the execution of a separate, written modification agreement, executed by both parties, and appended to this contract.

**4.5** The parties warrant that they are not engaged in a joint enterprise or a joint venture, and that the benefits and obligations arising under this contract are exclusive only to **Kenton County Schools** and NKCAC and that there are no third party beneficiaries, intended or unintended, to this contract.

**5. Counterparts:**

This agreement may be executed simultaneously in two counterparts, each of which shall be deemed to be an original, and it shall not be necessary in making proof of this agreement to produce or account for more than one such counterpart.

**6. Governing Law:**

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

**7. Partial Invalidity:**

If any portion of this agreement shall be ruled invalid for any reason, that portion shall be deemed excised herefrom and the remainder of this agreement shall continue in full force and effect unaffected by any such invalidity.

**8. Approval by the Board of Education:**

This Agreement has been approved by **Kenton County School Board of Education** at its regular meeting on \_\_\_\_\_, and the Superintendent is authorized to enter into this Agreement on behalf of the Board.

**IN WITNESS WHEREOF** the parties have signed their names below on the date first noted above.

**Northern Kentucky Community  
Action Commission, INC. (NKCAC)**

BY: \_\_\_\_\_  
Name \_\_\_\_\_  
Title: \_\_\_\_\_

**Kenton County PUBLIC SCHOOL**

BY: \_\_\_\_\_  
Name \_\_\_\_\_  
Title: \_\_\_\_\_