

TEACHER FOR THE DEAF AND HARD OF HEARING SERVICES CONTRACT  
2022/2023 SCHOOL YEAR

This agreement is entered into between Garrard County Board of Education, hereinafter referred to as the "School", and Katherine Davis, hereinafter referred to as "Specialist" a certified Teacher of the Hearing Impaired, by the agreement this date, for the purpose of obtaining teacher for the Deaf and Hard of Hearing services for the school program.

WITNESSETH

WHEREAS, the School operates special education classes: and WHEREAS, the Specialist is certified and/or licensed by the Commonwealth of Kentucky as a Teacher of the Deaf and Hard of Hearing, and desires to provide educational services, for the eligible children with a disability enrolled in Garrard County Schools. NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

I. SERVICES

The Specialist will be certified and/or licensed as a Teacher of the Deaf and Hard of Hearing by the Commonwealth of Kentucky---Kentucky Department of Education.

The Specialist will provide student specific program educational services and appropriate activities.

The Specialist will deliver services through consultation, collaboration, direct therapy, and specified evaluation.

The Specialist will provide educationally relevant evaluations (as requested by the Admissions and Release Committee or 504 Plan Committee) and complete a written report.

The Specialist will attend Admissions and Release Committee and 504 meetings as requested to help plan educationally relevant therapy for identified students.

II. FACILITIES

The educational services will occur at the site designated as the Least Restrictive Environment as determined by the student's Individual Education or 504 Plan. (Least Restrictive Environment might be on school property as well as various locations in the community as needed for community-based instruction and support. The Specialist reserves the right to refuse services in any setting deemed inappropriate or unsafe by her professional judgment.

III. EQUIPMENT

The School will provide equipment and supplies for services determined to be needed by the Specialist and the ARC or 504 Committee to fulfill the student's IEP or 504 Plan.

IV. FEE, COLLECTION AND COMPENSATION

During the term of this contract the following arrangements shall apply:

- A. The School shall compensate the Specialist at a rate of sixty-five dollars (\$65.00) per hour for direct educational services, evaluation, consultation, and attendance at Admissions and Release Committee meetings. The rate includes travel time at the above mentioned rate from the home office of Richmond, KY to point of service and back.
- B. The Specialist will provide to the School an accounting of time worked, by the first week of each month. The School will reimburse the Specialist after approval at the first regularly scheduled Board meeting and receipt of the invoice.
- C. The Specialist will be available for a minimum of six hours per week to provide educational services as needed to implement students' IEP or 504 Plan. Time will be approximate and flexible depending on number of students, time needed for services, and schedules.
- D. If at any time during direct or collaborative service delivery, personal belongings of the Specialist are damaged or destroyed by the student, the School will provide reimbursement for repair or replacement of equal value to the said item.

V. INSURANCE

During the term of this agreement, the Specialist shall maintain professional liability in the following amounts:

\$250,000 to \$500,000 per occurrence and \$250,000 to \$500,000 per aggregate

VI. INDEMNITY

The Specialist shall indemnify and hold the School, its directors and employees harmless from and against any and all claims, demands, liabilities, damages, and expenses for injury to children caused or asserted to have been caused by the negligent acts of the Specialist.

VII. TERMS

This agreement shall be in full force and shall commence on Monday July 4th 2022 and shall be effective until June 30th 2023. At any time, however, during the term hereof, either party may unilaterally terminate this agreement without cause by giving the other party at least thirty (30) days written notice of its desire to terminate.

VIII. ENTIRE AGREEMENT

This agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding or obligating upon the parties hereto. This agreement supersedes all prior contracts, and understandings, whether written or otherwise, between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the School and Specialist have duly executed this agreement of the day and year just written.

WITNESS: \_\_\_\_\_  
Superintendent of Schools

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
Director of Special Education

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
Katherine Davis, DHH Teacher

DATE: \_\_\_\_\_