



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

## Issue Paper

**DATE:**

12/14/22

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve an agreement with the Covington School District for a Deaf and Hard of Hearing (DHH) student to attend the Kenton County School District's DHH program.**

**APPLICABLE BOARD POLICY:**

**01.1 Legal Status of the Board**

**HISTORY/BACKGROUND:**

The Covington Independent School District has requested to utilize the Kenton County School District DHH program, for one first grade student, due to the fact that the Covington Independent School District does not have a DHH teacher. The slot cost for participation in the 2022-2023 school year is \$24,000 per student. Due to the student joining the program in January, the slot cost will be prorated to \$12,000. The individual slot cost is based on the total cost to facilitate the KCSD DHH program. The home district will provide and pay for transportation. Should the ARC agree to continue placement in the Kenton County School District, this agreement shall automatically renew for successive one year terms unless terminated by either party.

**FISCAL/BUDGETARY IMPACT:**

**No fiscal impact**

**RECOMMENDATION:**

**Approval to an agreement with the Covington School District for one student who requires Deaf and Hard of Hearing services to attend the Kenton County School District's DHH program.**

**CONTACT PERSON:**

**Danielle Rice**

  
Principal/Administrator

  
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 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 Covington Independent Public Schools a body politic of the Commonwealth of Kentucky, hereinafter referred to as ("CIPS") this 29<sup>th</sup> day of November, 2022.

**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 CIPS and CIPS 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 January 3, 2023. 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 CIPS.

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.

Covington SCHOOL DISTRICT

KENTON COUNTY SCHOOL  
DISTRICT

By: [Signature]

Its: Superintendent

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

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

ATTEST:

ATTEST: