

COVINGTON INDEPENDENT PUBLIC SCHOOLS' SPECIAL EDUCATION
PROGRAM ENROLLMENT AGREEMENT

This Covington Independent Public School District's Special Education Enrollment Agreement is entered into by and between the Covington Independent School District, a public school district in the Commonwealth of Kentucky, hereafter referred to as Covington, and the Southgate Independent School District hereafter referred to as Southgate this ____ day of _____, 2022.

WHEREAS, Covington Independent has the capacity to offer special education instructor services to Southgate and Southgate desires to make use of such services,

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 the remainder of the 2022-2023 school year commencing on January 3, 2022. This Agreement shall automatically renew for successive one (1) year terms unless terminated by either party as provided for herein.

2. Services.

Covington Independent shall provide the following services under this agreement:

- Special Education and Related Services instruction to help meet the needs of student (s) whose homeschool is in Southgate (district name)
- Completion of Compliance paperwork (Including but not limited to: Individual Education Program, Conference Summaries, Meeting Notices)
- Scheduling and holding Admissions and Release Committee Meetings for students – representative of Southgate must attend all ARC meetings.

Covington Independent shall NOT provide the following services under this agreement:

- Transportation is not included and must be provided by Southgate.

3. Payment/Pricing. Pricing for participation in the program will be determined 30 days prior to the beginning of the school year and will be based on total Instructional Staff and associated program costs. Payment for the services shall be rendered within 30 days of the start of the school year or the beginning of the contract period in the event the contract begins after the school year starts. Pricing will be provided per student.

- Cost for the remainder of the 2022-2023 school year is \$10,130.

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.

5. 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.

6. 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.

Southgate Independent School District
(SCHOOL DISTRICT NAME)

SIGNATURE

DATE

COVINGTON INDEPENDENT PUBLIC SCHOOLS



SIGNATURE

12/14/2022

DATE