

## **MULTI-DISTRICT DEAF/HARD OF HEARING PROGRAM CONTRACT**

This **MULTI-DISTRICT DEAF/HARD OF HEARING EDUCATION CONTRACT** ("Contract") is entered into by and between BLUE SPRINGS R-IV SCHOOL DISTRICT (BSSD), and **Kearney SCHOOL DISTRICT** (Resident District), both being public school districts organized under the laws of the State of Missouri.

WHEREAS, Multi-District Deaf/Hard of Hearing Program (MDD/HHP) provides educational support services for students who are Deaf and Hard of Hearing to school districts. The purpose of MDD/HHP is to assist the participating districts in meeting requirements of IDEA and Section 504 regulations including student evaluation, development of individualized education programs, assistive technology and supports for school personnel; and

WHEREAS, Resident District desires to contract with BSSD to access services provided by staff of the Multi-District Deaf/Hard of Hearing Program; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein, BSSD and Resident District agree as follows.

### **I. TERM**

The term of this Contract shall be for 2021-2022 school year as established by the BSSD school calendar, unless otherwise terminated as provided for herein.

### **II. SCOPE OF SERVICES**

The Services required by this Contract shall include, but not be limited to:

- Evaluation
  - Audiological assessment conducted by certified/licensed audiologists (Hearing assessment; amplification evaluation; assistive technology)
  - Educational assessment by certified teacher of Deaf/HH (Record review; interview; classroom observation; formal assessment)
- Consultation
  - Provide advisements for classroom interventions and modifications, educational programming, and resource information
  - Act as liaison between parents, school personnel, community professionals and agencies as requested
- School Team Participation
  - On-site participation in meetings related to student evaluation, IEP development
  - MDD/HHP staff serves as primary multi-disciplinary/IEP team professional in determinations of a disabling condition of hearing impaired.

- Technical Support/Training
  - Personnel development workshops, school in-service, invited presentations
  - Preparation and dissemination of technical materials
  - Lending library of resource materials and reference files
- Equipment
  - Amplification/assistive technology equipment troubleshooting/maintenance
  - Calibration check of hearing screening equipment
- Documentation
  - Written reports are provided to Resident District.

Audiological testing is conducted at Thomas Ultican Elementary in Blue Springs School District. Educational evaluation, equipment trouble-shooting and consultation are provided on-site at student's school, or by phone, fax or e-mail as appropriate.

Notwithstanding the services provided by MDD/HHP, Resident District understands and agrees that it is their responsibility to provide a free and appropriate public education (FAPE) for its students and further agrees to participate as requested or required in the provision of services outlined in this Contract by BSSD.

### **III. STUDENT REFERRAL**

The target population for student referrals for MDD/HHP services are children and youth, ages 3-21, early childhood through 12th grade who are residents of the participating district who are:

- Students identified as Deaf and Hard of Hearing (hearing impaired)
- Students with disabling conditions other than hearing impaired
- Students in general education programs that are experiencing classroom difficulties that may be related to hearing loss

Referrals to MDD/HHP for evaluation/consultation must be initiated according to Resident District's procedures. Referral intake information and student records must be made available to MDD/HHP staff to process request for services. Written reports and pertinent documentation are provided to the Resident District.

BSSD, in its sole discretion, shall determine if a student is accepted for services through MDD/HHP. BSSD reserves the right to refuse services for any student.

### **IV. COST FOR SERVICES**

Program costs for the 2021-22 school year are funded through Contracts with participating school districts. Each participating district will share the level of fiscal support and charges will be based upon each district's total resident enrollment (reported during October, Missouri DESE School Core Data Section). Projected Total Costs for the FY22 school year is \$5,476.27.

BSSD will submit an invoice for MDD/HHP Services for each District by October 1, 2021. Resident District shall submit payment within thirty (30) days from the date of receipt of the invoice. Additional Charges will be billed separately.

#### **V. ADDITIONAL CHARGES- EQUIPMENT LOAN PROGRAM**

MDD/HHP provides Assistive Technology FM system equipment on a loan program basis for select trial evaluation and temporary classroom use.

If equipment does not function properly or is damaged in any manner, Resident District must contact MDD/HHP audiologists immediately. Resident District shall be responsible for and shall reimburse BSSD for all repairs, service, or replacement necessitated by negligence, misuse, loss, theft, or destruction of said equipment. MDD/HHP will be responsible for all repairs resulting from normal use of equipment.

Hand delivery of equipment to and from Thomas Ultican Elementary is preferred. When returning loaned equipment by mail, return it by insured postal or ground tracking. Resident District is responsible for damage of equipment in return shipping.

Any additional charges for Equipment Loan Program will be billed on an annual basis.

#### **VI. ADDITIONAL CHARGES-LEGAL PROCEEDINGS**

If Resident District requests MDD/HHP staff to participate in DESE child complaints, Office of Civil Rights (OCR) complaints, due process, or any other proceedings, additional costs for staff time and legal fees for MDD/HHP staff will be assessed to Resident District. Requests must be made to the Director of Special Education prior to MDD/HHP staff contact. Resident District will provide copy of any complaints or other proceedings to the Director of Special Education.

Any additional charges for legal proceedings will be billed on an annual basis.

#### **VII. RELATIONSHIP BETWEEN BSSD AND RESIDENT DISTRICT**

BSSD and Resident District understand and agree that each is a separate legal entity and that the relationship between the two is strictly contractual. No individual employee or agent of BSSD providing services to Resident District is an employee or agent of Resident District. Except as specifically provided in this Contract, neither of the parties nor their respective employees or agents shall be construed to be the agent, employee, partner, joint venture, or representative of the other party. It shall be the sole responsibility of BSSD to pay all compensation, withhold all taxes and deductions, and carry all insurance as required by law on its respective employees or other individual(s) assisting BSSD in the performance of services pursuant to this Contract. BSSD agrees to indemnify and hold harmless Resident District from any claim or action for compensation, withholdings or insurance benefits with respect to its employees or individual(s) assisting it in providing services pursuant to this Contract.

#### **VIII. CONFIDENTIALITY AGREEMENT**

The parties hereto understand that, as a result of providing services pursuant to this

Contract, they will be sharing confidential information regarding students and families. The parties hereto agree, in accordance with the law, to ensure the protection of all confidential and/or personally identifiable information collected, used, or maintained regarding students or families or other confidential information obtained as a result of providing the Services required herein. Further, BSSD represents and warrants that it has trained its employees, agents, and any other person or entity providing Services for BSSD of the laws on confidentiality.

#### **IX. INSURANCE AND INDEMNITY**

Resident District agrees to, and represents and warrants that it does, carry general liability insurance throughout the duration of this Agreement. Resident District further agrees that said insurance shall have coverage limits of \$1,000,000 per occurrence with an aggregate limit of \$2,000,000. Resident District shall provide BSSD with proof of insurance in the form of a Certificate of Insurance that shall name Blue Springs R-IV School District as an additional insured.

VENDOR agrees to indemnify and hold harmless BSSD from and against any and all claims, causes of actions, suits, proceedings, liabilities, damages, losses, costs and expenses (including attorneys' and experts' fees) arising out of or in connection with its providing Services pursuant to this Contract upon a finding that said Services were provided in a negligent way or as a result of willful misconduct.

#### **X. TERMINATION**

Either party may terminate this Contract as follows: (1) immediately for a material breach by the other party by giving written notice setting forth the material breach; (2) immediately if BSSD determines that it cannot provide the Services; (3) either party may terminate this Contract without cause by giving the other party ten (10) days written notice.

All outstanding invoiced Services, and Services provided up to the termination date of this Contract but not invoiced at that time, shall be paid in full by Resident District within ten (10) days of being invoiced by BSSD.

#### **XI. NOTICE**

Any notice given pursuant to this Contract shall be in writing and be hand delivered, faxed, or sent by certified or registered U.S. mail to the other party at such party's address shown below or such other address(es) of which the sending party has received notice.

If to Blue Springs School District:  
Blue Springs School District  
Attn: Dr. Jill Brown, Director  
Special Services Department  
1801 NW Vesper  
Blue Springs, MO 64015

If to Resident District:  
Kearney School District  
Attn: Heather Guilkey  
Director of Special Education  
150 West State Route 92  
Kearney, MO 64060

Any notice given in aforesaid manner shall be deemed effective at the earlier of actual receipt or, in the event United States mail is utilized in the manner provided above, the date delivery is first attempted by the USPS as reflected on the notice given pursuant to this paragraph.

## **XII. ASSIGNMENT**

BSSD agrees that the compensation and services subject to this Contract shall not be assigned or transferred to any other person or entity by BSSD without the written permission of Resident District.

## **XIII. AMENDMENTS**

Any amendment or modification to this Contract shall be in writing and signed by a duly authorized signature for each party.

## **XIV. COMPLIANCE WITH APPLICABLE LAWS**

In performing this Contract, all parties agree to comply with all applicable federal, state and local laws, rules, and regulations.

## **XV. SEVERABILITY AND WAIVER**

If any provision of this Contract is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect and this Contract shall be construed and performed as if it did not contain the invalid or unenforceable provision. If, however, the invalid or unenforceable provision materially deprives one party of the benefit of its bargain, the parties agree to renegotiate such invalid or unenforceable provision to restore the original intent of the parties.

The waiver of any term or condition of this Contract by a party shall not operate as a waiver of any subsequent breach of the same or any other term or condition.

## **XVI. FORCE MAJEURE**

Neither party shall be liable if the performance of any part or all of this Contract is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of terrorism, act of God, sabotage, accident, or any other casualty or cause beyond either party's control and which cannot be overcome by reasonable diligence and without unusual expense.

## **XVII. ENTIRE AGREEMENT**

This Contract, together with any addenda, exhibits, amendments, and/or attachments, constitutes the entire understanding of the parties hereto. Any prior agreements, documents, understandings, or representations relating to the subject matter of this Contract and not expressly set forth herein or referred to or incorporated herein by reference are superseded hereby and are of no force or effect.

### **XVIII. GOVERNING LAW**

This Contract shall be construed in accordance with the laws of the state of Missouri. The parties hereto agree and consent to jurisdiction and venue in the Circuit Court of Jackson County, Missouri.

**IN WITNESS WHEREOF**, each of the Parties has caused this Contract to be executed in its name and on its behalf as of the date set forth below and further affirms by their signature that they have authority to bind the party to contracts and that any prior approval by a board or other entity has been obtained.

#### **BLUE SPRINGS R-IV SCHOOL DISTRICT**

Signature: 

Print Name: Kirk Sampson

Title: Asst Superintendent Business Services

Date: 8/17/21

#### **RESIDENT DISTRICT**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS IS NOT AN INVOICE**

**INVOICE WILL FOLLOW**

**FY22 MULTI-DISTRICT DEAF/HARD OF HEARING PROGRAM 2021-2022  
EVALUATION & CONSULTATION SERVICES**

**PROGRAM COSTS**

Salary: (Audiologists & Educational Consultant)	\$148,353.00
Benefits	\$46,127.00
Repair/Maintenance of Equipment	\$4,000.00
Travel	\$3,600.00
Supplies & Materials	\$5,290.00
PD Purchased Services	\$1,000.00
Dues/Memberships	\$160.00
Rentals	\$1,545.00
Capital Outlay	\$30,000.00

TOTAL PROGRAM COSTS	\$240,075.00
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**CHARGES FOR PARTICIPATING DISTRICTS**

Total Costs Funded by 29 Participating Districts	\$240,075.00
Total Student Enrollment in MDD/HHP Service Area (29 districts):	157,251

Kearney Resident Enrollment	3,587
School District Percentage of Total:	2.28%
F22 Charges	\$5,476.27

MULTI-DISTRICT DEAF/HARD OF HEARING PROGRAM  
BLUE SPRINGS SCHOOL DISTRICT  
Dr. Jill Brown,  
Assistant Superintendent of Special Services  
1801 NW Vesper  
Blue Springs, MO 64015  
(816) 874-3200 FAX: (816) 228-1056