

Contract to Provide Services to Students with Disabilities

Parties

This is a contract, effective July 1, 2018 through June 30, 2019, made and entered by the Bullitt County Board of Education, 1040 Highway 44, Shepherdsville, Kentucky and Options Unlimited, Inc., 205 Castlerock Drive, Shepherdsville, Kentucky 40165.

Background and Goal

Bullitt County Board of Education (hereinafter, "BCBE") recognizes the importance of providing workforce training and life skills to all its students. The overarching goal of this contract is to prepare special education students, who are not likely to pursue higher education, for the workforce and independent living. Options Unlimited, Inc. (hereinafter, "Options Unlimited") assists people with disabilities so that they may become as independent as possible. This contract is entered for the purpose of assisting Bullitt County high school students with disabilities to become as independent as possible by obtaining opportunities to participate in and contribute to their community through work and educational programs.

Options Unlimited and the Bullitt County Schools- Special Education Department have worked together for many years to transition of graduating students into jobs and secondary training programs. In the 2013-14 school year, Options ran a pilot program at Bullitt Central High School and assigned a job coach to work with the students and teachers at that school and provide community based work instruction to these students. Based on the success of that program, the following year (2014-15) the program was expanded to include Bullitt East and North Bullitt High Schools. We mutually agreed to start working with juniors and sophomores in the 2017-2018 school year to prepare them for transition at an earlier age, and to keep them motivated to finish high school. We look forward to working with seniors, juniors, and sophomores in the 2019 school year.

Payment to Options Unlimited, Inc.

BCBE shall pay Options Unlimited the sum of \$75,000.00 upon the execution of this contract for the below services. This contract shall be funded from, and shall be expressly contingent upon availability of funds from, General Fund 00011210349 and/or IDEA-B 0002121 0349.

Services to be provided to BCBE

In return for the consideration stated above, Options Unlimited shall provide the following:

1. Employment services and workforce development to forty-five (45) special education students in the Bullitt County Public School (hereinafter, "BCPS") system individually and/or in small groups
2. Coordinate Options Unlimited efforts with the each student's teachers to insure all school requirements are being met, and job readiness instruction is compatible with community based job training.

3. Transportation for students to and from job shadowing sites in an Options Unlimited vehicle during regular school hours. A family member or friend may transport student outside of regular school hours.
4. Job coaching for individual students by an Options Unlimited staff member.
5. Develop internship and job placement for students. Provide on the job training at the respective internship or job site. Provide or coordinate transportation to the internship or job site. Generate progress reports on student's performance at each site. Facilitate internship and job placement at sites matching student's interests and skills. Internships may be paid or unpaid.
6. Record-keeping, progress notes, and/or consultation with BCPS case managers on individual students from an Options Unlimited staff member.
7. Attend Individualized Education Program (IEP) and Transition meetings with the student(s), their family, teachers, and administrators to gather information on student(s) and participate in the planning for the student(s). Options Unlimited will make suggestions on referral sources that are appropriate for the individual student to agencies such as the Office of Vocational Rehabilitation, Centerstone, and other service providers.
8. Develop a guidebook of resources available in Bullitt and surrounding counties. This handbook will be given to the student (or family) for future reference.
9. Assist with training and mentoring of BCPS staff if a district employee is added later in the 2013-14 school year to serve additional students.
10. Provide a minimum of twenty (20) hours of service per week as part of the program.
11. Coordinate with respective high school(s) to organize at least one Resource Fair for special education students during spring 2019 semester.

Transport of Students

Options Unlimited employees who have occasion to transport students shall annually provide the Executive Director with a copy of their driving record from the Kentucky Department of Transportation. Any traffic citation received during the year shall be reported to the Executive Director prior to transporting students. The employee's driving history record must show the previous five (5) years and reflect the following: 1) no moving violation in the last three (3) years; and 2) no at-fault accidents in the past five (5) years.

Student Safety

Options Unlimited will at all times assure that when students are in their care that the students are safe, accounted for, and supervised in a healthy environment.

Student Privacy

Options Unlimited will adhere to all Federal and State confidentiality statutes and regulations pertaining to the students serviced. No information shall be released until the student has a release of information form on file. All information shared shall be kept in confidential manner.

Insurance

During the term of this contract, Options Unlimited shall carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; (ii) automobile insurance as required by law, and (iii) commercial general liability insurance with respect to its activities with Bullitt County students, such insurance to afford protection of up to One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Options Unlimited shall provide a certificate of general liability insurance naming the BCBE as additional insured under the policy for the activity.

Indemnification

Options Unlimited agrees to indemnify, defend and hold BCBE harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from actions or conduct by Options Unlimited or its agents in providing services, including transportation, to students.

No employer/employee relationship

BCBE and Options Unlimited agree that this contract shall not be deemed to create and employer-employee relationship between BCBE or any of its employees and Options Unlimited; that no rights and privileges of the BCBE or its employees shall be extended to Options Unlimited hereby; and that at all times pursuant to this agreement, Options Unlimited shall be acting as an independent contractor.

Primary Contacts

The below persons shall serve as the primary contacts between the two parties.

Willie Byrd
Executive Director
Options Unlimited
502-995-7271
williebyrd@gmail.com

Troy Kolb
Director of Special Education
Bullitt County Public Schools
502-869-8000
troy.kolb@bullitt.kyschools.us

Governing Law

The parties agree that this Agreement is entered into and formed in the Commonwealth of Kentucky, shall be deemed to be a contract under the laws of the Commonwealth of Kentucky, and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the law of the Commonwealth of Kentucky.

Entire Agreement and Amendments

This Agreement fully and completely expresses the parties' understandings and agreements and supersedes any understandings or agreements previously made between the parties. Moreover, this contract may not be changed or orally terminated by either party. Any amendments or modifications to this contract shall be made in writing and signed by the parties.

AGREED TO BY

Options Unlimited, Inc.

Willie F. [Signature]
Executive Director Date

Bullitt County Board of Education

Superintendent Date

Bullitt County Board of Education

Board Chair Date