

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: IXE **DATE:** June 24, 2020

TOPIC/TITLE: Approval of O&M contract 20-21SY

PRESENTER: Tracey Francis 

ORIGIN:

- ☐ TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ☐ ACTION REQUESTED AT THIS MEETING
- ☒ ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ☐ ACTION REQUESTED AT FUTURE MEETING: (DATE)
- ☐ BOARD REVIEW REQUIRED BY

- ☐ STATE OR FEDERAL LAW OR REGULATION
- ☐ BOARD OF EDUCATION POLICY
- ☐ OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- ☒ NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- ☐ PREVIOUS REVIEW OR ACTION

- ☐ DATE:
- ☐ ACTION:

BACKGROUND INFORMATION:

Orientation and Mobility (O&M) assessment or training for a visually impaired student(s) may be a related service as determined by an Admissions and Release Committee (ARC). The purpose of these services are to train a student(s) to travel independently throughout their school environment. When environments change, increased skill development in mobility may be necessary.

SUMMARY OF MAJOR ELEMENTS:

We currently have five (5) students in our district who were serviced by the O&M specialist last school year (2019-20). ARCs indicate that service is to be continued during the current school year, 2019-20.

IMPACT ON RESOURCES: \$120.00 per hour + travel to be charged to Medicaid or IDEA-B funds.

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☐ Recommended ☐ Not Recommended

CONTRACT

THIS CONTRACT is entered into this 1st day of July, 2020, by and between the **BOARD OF EDUCATION OF WOODFORD COUNTY, KENTUCKY**, 330 Pisgah Pike, Versailles, Kentucky 40383, hereinafter referred to as the Board, and **Kelly J. Stewart, 933 E Court Ave. Jeffersonville, IN. 47130**, hereinafter referred to as Second Party.

PARTIES:

The Board of Education of Woodford County, Kentucky, **Special Education Department** has established the need to **provision of Orientation and Mobility services to students with visual impairments on a case basis. Unless otherwise agreed on a case-by-case basis, the COMS will provide services during the school day**, and has determined that this need cannot be met by existing district staff.

Kelly J Stewart provides **Orientation and Mobility Services** and has expertise or needed products as described herein.

PURPOSE:

The purpose of this contract is to improve the availability of **Orientation and Mobility Services**.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the **Special Education Department** as an independent contractor, services under the direction of **Tracey Francis, Director of Special Education**.
2. The second party shall provide **Services will be provided to meet the specific needs of each student's IEP and may include attendance in ARC meetings, progress reporting, goal development, evaluation, and report writing. Instruction will be provided within the school and or community as determined by the ARC.**
3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of \$ 120 per hour. Additional expenses to be reimbursed are **travel to the first school where services are provided and from the last school to the private office. Regular hourly rate will apply during travel between school/sites within the district.**
4. The Second Party shall provide to the Woodford County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.

5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.
7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.
8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.
9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.
10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.
11. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.
12. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.
13. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
14. Venue for any legal action filed concerning this contract shall be Woodford County, Kentucky.
15. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

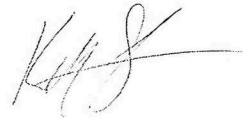
16. This agreement will be in effect from July 1, 2020, through June 30, 2021, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

Principal/Director's Approval

BOARD OF EDUCATION OF
WOODFORD COUNTY KENTUCKY

Scott Hawkins, Superintendent

A handwritten signature in black ink, appearing to read 'Kelly J. Stewart', with a long horizontal flourish extending to the right.

Kelly J. Stewart

ACVREP

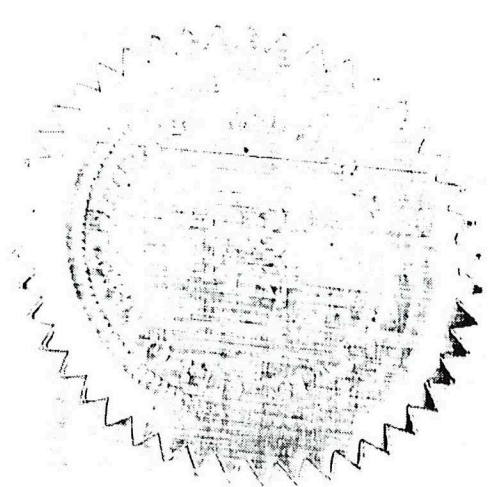
Academy for Certification of Vision
Rehabilitation & Education Professionals

This is to certify that

KELLY J. STEWART

Has met all the requirements established to become a

**CERTIFIED ORIENTATION AND MOBILITY
SPECIALIST (COMS)**



Albert M. Damelio IV

Albert M Damelio IV, ACVREP Chairperson

Certification Number: 6131

Recertification Date: December 31, 2015

Expiration Date: December 31, 2020

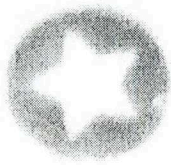
Kathleen Zeider

Kathleen Zeider, President



INDIANA

OPERATOR LICENSE



Kelly Joy Stewart

4d DLN 3710-25-7820

4a Iss 03/01/2018 4b Exp 06/22/2023

1 STEWART

2 KELLY JOY

8 933 E COURT AVE

JEFFERSONVILLE, IN 47130

9 Class

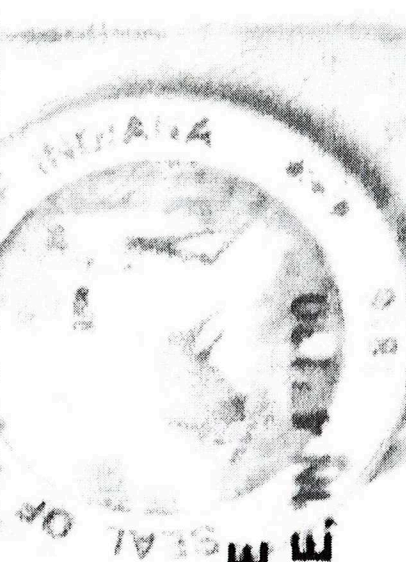
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12 Res NONE

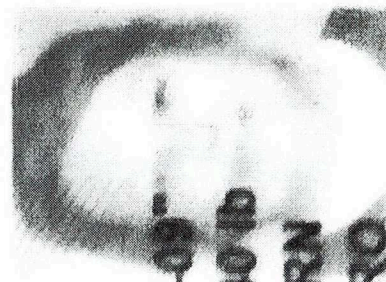
3 DOB 06/22/1978

5 DD 03011837100100

DONOR ♥



15 Sex F
16 Hgt 5'-09"
17 Wgt 240 lb
18 Eyes GRN
19 Hair BRN

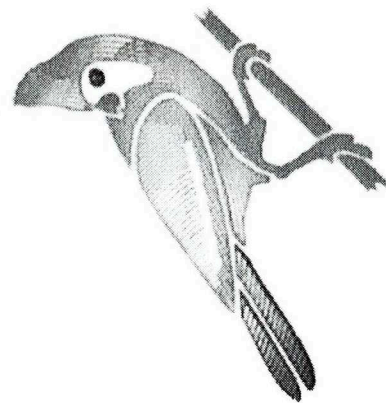
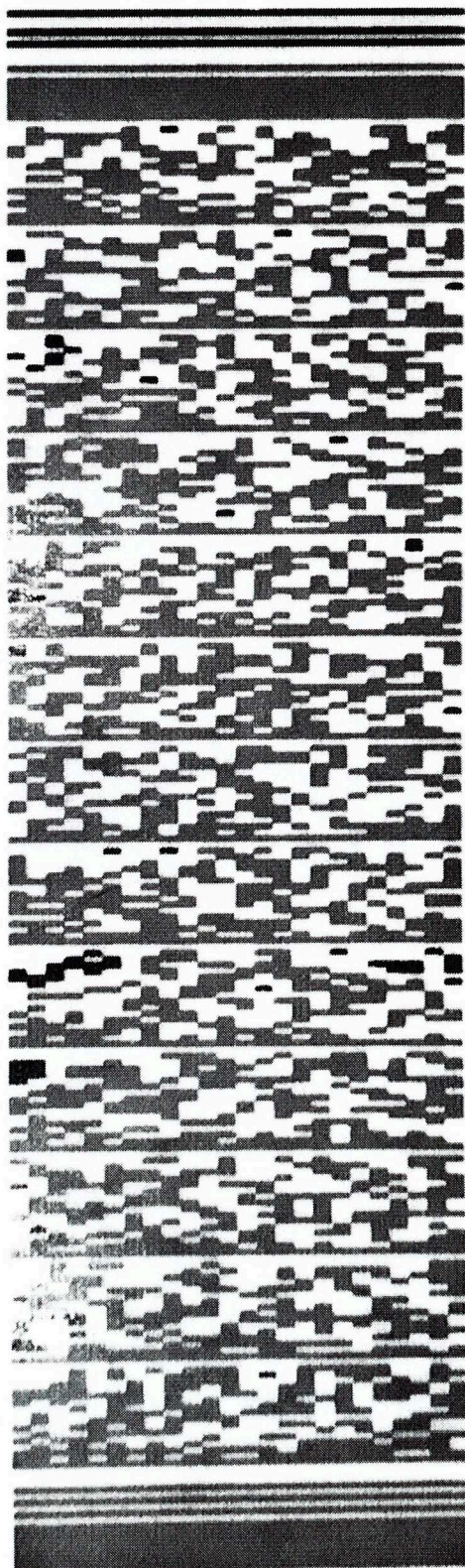




0370135360018031

Rev. Date 03/21/2009

06/22/1978



ENDORSEMENTS: NONE

RESTRICTIONS: NONE