

THE KENTON COUNTY BOARD OF EDUCATION 1055 EATON DRIVE, FORT WRIGHT, KENTUCKY

41017 TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531 WEBSITE: www.kenton.kyschools.us Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

<u>DATE</u>: March 23, 2018

AGENDA ITEM (ACTION ITEM):

Consider/Approve contracting with Karen White to provide orientation and mobility services to visual impairment students per their IEP's in order to comply with state and federal guidelines.

APPLICABLE BOARD POLICY:

01.11 General Powers and Duties of the Board

HISTORY/BACKGROUND:

Kenton County has multiple visual impairments that require orientation and mobility as a related service per their IEP. As a result, we have obtained O&M services from Karen White who is a certified orientation and mobility specialist to provide this service to students, consult with school staff, conduct evaluations, score/interpret assessments, write reports, attend ARC's, etc. We have used these services for several years.

FISCAL/BUDGETARY IMPACT:

Thus far, we have spent \$7,234.50. The total cost for the remainder of the school year will vary depending on the number of initials and re-evaluations that an ARC determines necessary between now and the end of the school year. However, based on data reviewed and current cost analysis, it is estimated that an additional \$6,525 will be needed which is a total cost of @\$13,000 to be taken from the IDEA-B Federal Grant.

RECOMMENDATION:

Request approval to continue contracting with Karen White to provide orientation and mobility services to students in the KCSD.

CONTACT PERSON: Becky Nixon

Principa

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 Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Joshua Crabtree, Esq. Carla Egan Jesica Jehn "The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

ORIENTATION AND MOBILITY SERVICES CONTRACT:

This agreement is entered into between Kenton County School District, hereinafter referred to as the "School" and Karen White, hereinafter referred to as the "specialist", a certified orientation and mobility specialist, by the agreement, beginning August 1, 2017 and extending to July 31, 2018 for the purpose of obtaining orientation and mobility services for this school program.

WITNESSETH:

WHEREAS, the School operates special education classes: and WHEREAS, the specialist is certified by the Academy for Certification of Vision Rehabilitation and Education Professionals (ACVREP) as an orientation and mobility specialist, and desires to provide orientation and mobility services for the eligible children with visual disabilities enrolled in these classes. NOW, THEREFORE, for and in consideration of, the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

I. SERVICES:

The specialist will be certified by the Academy for Certification of Vision Rehabilitation and Education Professionals (ACVREP). The specialist is responsible for all training/education and recertification costs.

The specialist will plan and provide services to meet specific program/ student needs as determined by the specialist and the ARC/IEP process.

The specialist will attend Admission and Release Committee meetings and provide a written summary of progress and Individual Education Program goals.

The specialist will provide orientation and mobility evaluations and complete a written report.

II. FACILITIES:

The orientation and mobility services will occur at the site designated as the Least Restrictive Environment as determined by the student's Individual Education Plan. Services, because of their nature, may occur after regular school hours and at other sites within the community as necessary to fulfill the IEP.

III. EQUIPMENT:

The school will provide educationally relevant equipment and supplies for services as determined by the specialist and the ARC as necessary to fulfill the student's IEP.

IV. FEE, COLLECTION AND COMPENSATION:

The school shall compensate the specialist at a rate of seventy (70) dollars per hour for direct instruction, in-service training, consultation, instructional planning, and clerical work. The school shall compensate the specialist at a rate of fifty (50) dollars per hour for travel. The specialist shall submit invoice to the district's coordinator of special education no later than the 10th of each month and payment will be made following the next upcoming meeting of the board of education.

The school shall compensate the specialist at a rate of ninety dollars per hour (90) for evaluations and re-evaluations (report preparation, observation/direct interaction and assessment, collaboration, and all necessary activities needed to complete evaluations and re-evaluations. The school shall compensate the specialist at a rate of ninety (90) dollars per hour for evaluations and attendance at Admissions and Release Committee Meetings

The services shall be provided on a contractual, per-service basis. In the event that a student is absent on the pre-arranged date of services, every effort shall be made to reschedule. If a student is absent, travel costs must still be reimbursed, if travel was completed to and from the school.

The specialist authorizes payment to KENTON COUNTY SCHOOLS, from the Kentucky Medical Assistance Program (KMAP) for covered services provided and specified by the criteria of this contract. The specialist understands that she cannot bill the KMAP for any service that is reimbursed to KENTON COUNTY SCHOOLS as part of the contractual agreement.

V. INSURANCE:

During the term of this agreement, the specialist shall maintain professional liability insurance in the following amounts:

One million (\$1,000,000) per occurrence; One million (\$1,000,000) per aggregate.

VI. INDEMNITY:

The specialist shall indemnity and hold the school, its directors and employees harmless from and against any and all claims, demands, liabilities, damages and expenses for injury to children caused or asserted to have been caused by the negligent acts of the specialist.

VII. TERMS:

This agreement shall be in full force and shall commence August 1, 2017 and extend to July 31, 2018. However, at any time during the term hereof, either part may unilaterally terminate this agreement without cause by giving the party at least thirty days notice of its desire to terminate.

VII.

This agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding or obligating upon the parties hereto. This agreement supercedes all prior contracts, and understandings, either written or otherwise, between the parties relating to the subject matter thereof.

IN WITNESS WHEREOF, the school and specialist have duly executed this agreement on the day and year just written.

WITNESS: Becky Nifor DATE: 8-3/-17 WITNESS: Karen Vite DATE: F/J/7 Karen, White, COMS