

## **ORIENTATION AND MOBILITY SERVICES CONTRACT**

This agreement is entered into between GARRARD COUNTY BOARD OF EDUCATION hereinafter referred to as the "School", and Tracey French hereinafter referred to as the "specialist", a certified orientation and mobility specialist, by the agreement this date, August 1, 2021 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 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.

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 (per 3-year reevaluation or as indicated by ARC committee) and complete a written report.

Records shall be available to the Board for inspection at any time and shall be forwarded to the Board of Education within 2 weeks of cessation of services.

The specialist will submit a statement of charges by the last day of each month; including date service was rendered, the student/teacher served, the service provided, the duration of service minutes and the total statement of charges. All statements and standard invoices must be signed and dated.

### **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 eighty-five (85) dollars per hour for direct instruction, attendance at Admissions and Release Committee meetings, in-service training, consultation, and travel. Rate includes travel time at the above-mentioned rate from home office in Oldham County, KY to point of service and back.

The specialist will be available for a maximum of six (6) hours each month to provide orientation and mobility instruction. Increases in time must be pre-approved by the Director of Special Programs.

Missed appointments or students' absences are chargeable if the contractor contacted the student's placement earlier in the day to ascertain the student's attendance, and subsequently found the student to be absent upon arriving to provide services under this contract.

Documentation must be entered in the student's record to that effect. It is expected that when missed appointments are billed under the subpart that the contractor will pursue consultation during that billable time with the student's teacher, parent or other therapist if at all possible.

In the event that a field trip would fall on the day of scheduled therapy, the therapy session will be rescheduled during that same week when possible. Sessions that are not rescheduled are not billable.

### **V. INSURANCE**

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

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

### **VI. INDEMNITY**

The specialist shall indemnify 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 on August 1, 2021 and shall be effective until June 30, 2022. However, at any time during the term hereof, either party may unilaterally terminate this agreement without cause by giving the other party at least thirty (30) days' notice of its desire to terminate.

## VIII. ENTIRE AGREEMENT

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 supersedes all prior contracts, and understandings, whether written or otherwise, between the parties relating to the subject matter hereof.

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

WITNESS: \_\_\_\_\_

Wendy Congleton  
DOSE

DATE: \_\_\_\_\_

WITNESS:  \_\_\_\_\_

Tracey French  
COMS

DATE: 3.1.21