

ORIENTATION AND MOBILITY SERVICES CONTRACT:

This agreement is entered into between Newport Independent School District, herein after 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, 2022 extending to July 31, 2023 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.

The specialist may transport the student, if needed, and with the Board of Education and parental/guardian consent.

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 a hundred and ten (\$110.00) dollars per hour for direct instruction, travel, attendance at annual review/specially-called ARC meetings, in-service training, consultation, collaboration, parent/guardian communication, instructional planning, community-based field trip planning, record-keeping, report card progress summaries, screenings and clerical work. The specialist shall submit an invoice to the district's coordinator of special education no later than the 4th 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 one hundred ten dollars per hour (\$110) for evaluations and re-evaluations (including travel to evaluation, report preparation, observation/direct interaction and assessment, collaboration, and all necessary activities needed to complete evaluations and re-evaluations.) Initial evaluations and re-evaluations should be referred to the specialist at a minimum of 60 days prior to due date. The school shall also compensate the specialist at a rate of one hundred and ten (\$110.00) dollars per hour attendance at Admissions and Release Committee Meetings related to evaluations and re-evaluations.

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 NEWPORT INDEPENDENT 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 NEWPORT INDEPENDENT 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 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 August 1, 2022 and extend to July 31, 2023. 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.

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, 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: _____ DATE: _____

WITNESS Lisa Swanson DATE: 6/2/2022

WITNESS Karen White DATE: 5/13/2022

Addendum to Karen White, Orientation and Mobility Contract 2022-2023.

I. The Newport School Board of Education requires all employees, contractors, and volunteers to submit to a criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation. Fingerprints shall be obtained on an applicant's fingerprint card provided by the Department of Kentucky State Police. The results of the criminal background check will be sent to the hiring superintendent. Any fee charged shall be no greater than the actual cost of processing the request and conducting the search. Finger printing can be obtained at the superintendent's office in the Newport Welcome Center. Newport Board of Education charges \$32.00 for the background check and fingerprints. If you have completed a background check and finger printing at another district, please submit a copy with your application/contract. ***You are only required to submit to a Criminal Background check once. If you are involved in or commit a criminal offense, it is your responsibility to inform the Newport Independent School District. Failure to comply will result in termination of this contract and your employment.***

II. The Newport Board of Education requires all prospective employees of public schools and their contractors' who work in direct contact with children submit to a (Child Abuse) Background Check in accordance with the passage of SB 101 (2018). The Central Registry Check form can be downloaded from The Cabinet for Health and Family Services (CHFS) website. A check or money order made payable to the "Kentucky State Treasury" in the amount of ten dollars (\$10.00) must accompany your request to process the Child Abuse Neglect Check. Please follow complete instructions on the form. Persons applying for a certified, classified or contractual position within the Newport Independent School District must present the superintendent with a letter from the Cabinet for Health and Family Services stating you are clear to hire and there are no findings of substantiated child abuse or neglect. ***You are only required to submit to a Child Abuse Background Check once. If you are involved in a child abuse offense it is your responsibility to inform the district. Failure to comply will result in termination of this contract and your employment.***

III. The Newport Board of Education has contracted Safe Schools by Vector Solutions to streamline staff safety and compliance training with a web-based automated system. You are required to complete specific training courses in accordance to the district's Safe School policies prior to the first day of school. Courses required by the district include, but are not limited to Restraint and Seclusion, Bloodborne Pathogens Exposure Prevention, FERPA: Confidentiality of Records, Emergency Management: Evacuation Planning for Students with Special Needs, Safety in the Classroom and others to be determined for educators who support students with exceptionalities.

IV. The Newport Independent School District subscribes to a Medicaid Reimbursement Program to manage special education related services and maintain IDEA compliance. The use of custom software is a time saving management tool that maximizes Medical reimbursements for special education services such as speech and language therapy, occupational therapy, physical therapy, nursing care, audiology, the purchase of assistive technology devices and special transportation. The service documents therapies delivered to the students and progress monitoring made toward student's goals.

- a. Provider shall complete in-service training (CEU/EILA credit), webinar and video conferencing with easy-to-use reference manuals. Provider will also receive support and consultation from Kentucky-based special education professional via toll free phone and email.
- b. New providers are required to attend all Medicaid Trainings in order to execute the reimbursement program. Current providers are required to only attend trainings that are essential to the services they provide. You will be responsible for accurate documentation of all services provided to the special education student based on the service written in the IEP. Services are to be documented within **30 days of the service provided**. Payment for documented therapies will be made within 30 business days. Incomplete or missing documentation will be addressed first by email and if not corrected following the email a meeting will be scheduled with the special education director.
- c. Evaluations – Medicaid allows providers to use snow days, Professional Development Days and PLC days for writing evaluations and analyzing the evaluation data. This does not include after regular school hours, weekends and holidays.
- d. Providers shall participate in a Random Moment Time Study (RMTS) created by the Medicaid School Based Administrative Claiming (SBAC) program in an effort to recoup costs associated with administrative activities under the Individuals with Disabilities Education Act (IDEA).
- e. Check school email daily during normal workday hours and respond to all administrators and staff communications within 48 hours during regular school days.

V. A change in a practitioner's License, certification or registration may disqualify the practitioner from covered Medicaid services. It is the responsibility of the therapist and or practitioner to submit a new license when a license expires during the contract period.

VI. In the event, the Newport Independent School District is temporarily closed as a result of an Act of God, sometimes referred to as a force majeure, including but not limited to, extreme weather conditions, an epidemic, pandemic, public health emergency, or for other compelling reasons making it necessary to close schools, the Newport Board of Education and the Special Education Department will require such loss of time to be made up within the school term and/or may extend the school calendar, by all **Related Service Providers**. The district will continue to provide a free appropriate public education (FAPE) to all students with disabilities during a school closure. **Related Service Providers** must determine whether each student on their caseload will benefit from online or virtual instruction/services, instructional telephone calls, and other curriculum based instructional activities, to the extent available. In doing so, **Related Service Providers** should follow appropriate health guidelines to assess and address the risk of transmission in the provision of such services. The District understands there may be exceptional circumstances that could affect how a particular service is provided. If a child does not receive services required by the IEP during a closure the IEP team must make an individualized determination whether and to what extent make up services may be needed, consistent with applicable requirements, including to make up for any skills that may have been lost.

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VII. Under remote learning, **Related Service Providers** may extend their traditional public-school workday to meet the minutes/hours required by their caseload to meet the needs of the student's Individual Education Program (IEP). Some IEP meetings may continue to be held virtually during the 2022-2023 school year.

VIII. The Board of Education may also take other actions affecting **Related Service Providers**, who are reasonably required to continue, delay, or revise normal educational processes. Such actions may include reduction and/or extending a contract during a period that teaching is interrupted with both parties in agreement.

This addendum shall constitute the complete understanding of the related service provider and the Newport Board of Education and may not be modified in any manner unless agreed upon by the Superintendent, Special Education Director, and the related service provider. Provisions of this addendum shall remain in effect for the duration of the contracted 2022-2023 school year.

SIGNATURES:

By Karen White
Karen White
Certified Orientation and Mobility Specialist

Date 5/13/22

By Lisa Swanson
Lisa Swanson
Special Education Director

Date 6/2/2022

By _____
Tony Watts, Superintendent
Newport Independent School District

Date _____

CONFIDENTIALITY AGREEMENT

FERPA is the **Family Educational Rights and Privacy Act**. This act prohibits the unauthorized release of personally identifiable information about a child, his/her educational records and unauthorized discussion about a child and his/her family by anyone who works in an educational setting. This does not prohibit the sharing of information about a child or their family that is necessary for you to carry out your job responsibilities.

- ☐ Sharing unauthorized information about children and their families is prohibited unless within the scope of your duties as a contracted employee of the District.
- ☐ Please use appropriate channels of communication for comments and concerns regarding students, their families, and employees of the District. If concerned about a student, family member or staff person or a situation you became aware of in the context of your duties, please speak with the director of special education, teacher, or principal. Do not discuss your concerns with others.
- ☐ Be a caring, supportive and professional member of our school team by respecting the rights and privacy of our children as well as fellow staff.
- ☐ Keep our schools safe by reporting student misbehavior that is a danger to that student or others.
- ☐ Parents have the right to inspect and review their children's educational records and can request copies of all of these records. If you are requested to share school records with a parent please consult with an administrator in your building before you do so.
- ☐ You are not required to share documents that are in the "sole possession of the creator" and "serve only as a private memo or reminder and are not shared with ANYONE other than the creator or a temporary substitute". This would include your case/client notes that are for your use only. If you share these notes with others, they become "open records" that must be shared with a parent/guardian who requests access to educational records.
- ☐ Parents may request an amendment of records that they consider "inaccurate, misleading, or in violation of the student's rights of privacy or other rights."
- ☐ Release of student information to others outside of our schools requires parental consent except in health and safety emergencies and to another school where a student is enrolled or intends to enroll.
- ☐ Parents are given annual notice in the *Code of Conduct* book that explains that "directory information" may be released by a school, unless the parent provides written notice to the school that this information may not be released. (*Directory information includes: name, address, telephone number, date and place of birth, major field of study, dates of attendance, class, participation in officially recognized activities and sports, degrees, and awards received and most recent educational institution attended by the student.*)
- ☐ Parental access rights transfer to adult students when they reach age of majority, age 18 in Kentucky.
- ☐ Notes concerning a student made by a staff member, retained by that person, and not shared with anyone are exempt from parental access.
- ☐ Under certain circumstances a state assigned social worker who is investigating child abuse or neglect reports may require certain information about a child or youth. The school principal will verify the authority of that person and instruct school staff to share verbal or written information about a child accordingly to comply with the law.
- ☐ When making a report to law enforcement authorities or social services, only the name, address, parent's name(s) in addition to the facts and circumstances may be shared. No additional information about the student's status may be shared at this time

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including: grade, disability status, disciplinary record, health status, description of behavior, etc. Additional information may be shared only when the court provides a subpoena or with written parental consent.

I have reviewed these regulations on confidentiality and understand its implications with respect to my contract with the Newport Independent School District.

Signature: Karen White

Date: 5/13/22