

CONTRACT

This CONTRACT, made and entered into this ____ day of August, 2022, by and between the BOARD OF EDUCATION OF MERCER COUNTY, KENTUCKY, a public body politic and corporate (“Mercer County BOE”), 530 Perryville St., Harrodsburg, KY 40330, and the BOARD OF EDUCATION OF DANVILLE INDEPENDENT, KENTUCKY, a public body politic and corporate (“Danville Independent BOE”), 115 E. Lexington Ave, Danville, KY 40422.

WHEREAS, the Danville Independent BOE desires to offer to students enrolled in the Danville Independent Schools for the 2022-2023 school year who have been categorically identified with a visual impairment, specially designed instruction for which it does not have staff employed for the 2022-2023 school year a teacher having the appropriate and necessary qualifications and certification for teaching visually impaired, as defined in KRS 157.200(1)(d), students;

WHEREAS, the Mercer County BOE does for the 2022-2023 school year have employed a teacher who has the appropriate and necessary qualifications and certification to teach visually impaired students;

WHEREAS, the Danville Independent BOE has determined this CONTRACT is warranted for the purpose of affording visually impaired students enrolled in the Danville Independent Schools the opportunity in the 2022-2023 school year to receive instruction from a qualified and certified teacher of visually impaired students employed by the Mercer County BOE,

WHEREAS, the Danville Independent BOE and Mercer County BOE have each, by entering into this CONTRACT, determined in accordance with Krs 45a.300 the sharing of the

professional teaching services of a certified employee with a certification issued by the Education Professional Standards Board for the teaching of school-aged children with visual impairments will be of financial benefit for each school district.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants hereinafter contained, the Mercer County BOE and the Danville Independent BOE do agree as follows:

1. Term

A. This CONTRACT will become effective on the date of the last signature herein below and continue for the duration of the 2022-2023 school year (June 30, 2023) subject to being terminated by either party as provided for herein below.

2. AVAILABILITY OF TEACHER OF VISUALLY IMPAIRED STUDENTS

A. The Mercer County Schools has identified a teacher of visually impaired students who is voluntarily willing under her contract of employment with the Mercer County Schools to travel to Danville Independent Schools to provide educational services for one (1) or more students visually impaired that are enrolled in the Danville Independent Schools Pursuant to the terms of this CONTRACT.

3. SERVICES

A. The services will be provided by the teacher in any school facility of the Danville Independent Schools where an identified visually impaired student is enrolled.

B. The teacher of the visually impaired students will plan for and provide educational services for each identified visually impaired student consistent with the individual educational plan (IEP) developed through the admissions and release committee (ARC) process.

C. The teacher of the visually impaired students will collect, maintain, and make available data collected on each visually impaired student served to such employees of the Danville Independent Schools determined to be in a need to know position as well as the parents or legal guardians of the visually impaired student.

D. The teacher of visually impaired students will attend ARC meetings for each visually impaired student served absent being excused from attendance as permitted by law.

E. The teacher of visually impaired students will work in conjunction with other teachers, both special education and regular education, to assist with delivery of educational services to visually impaired students consistent with the IEP in place for a student.

F. The teacher of visually impaired students will work with members of a duly constituted ARC in the writing of IEPs and the identification of equipment to be considered for purchase using the purchase order process required by the Danville Independent Schools with all equipment to remain the property of the danville Independent Schools.

G. The Danville Independent Schools will provide the teacher of visually impaired students with materials and equipment determined appropriate by an ARC as to each visually impaired student.

H. The Danville Independent Schools will provide the teacher of visually impaired students a copy of the IEP and other educationally relevant information as to each visually impaired student served under this CONTRACT.

4. REIMBURSEMENT OF SALARY AND PAYMENT OF EXPENSES

A. The teacher of visually impaired students at all times will be an employee of the Mercer County Schools. The teacher will provide services to visually impaired students in the Danville Independent Schools as each student's IEP dictates in accordance with the school

calendar for the Danville Independent schools. The teacher of visually impaired students will keep documentation of the amount of time specially designed instruction and educational services have been provided for the benefit of students under this CONTRACT with a copy of the documentation being provided on a monthly (or part of) basis to the Director of Special Education for the Danville Independent Schools and Director of Special Education for the Mercer County Schools. The amount of time by hour or minute thereof the teacher of visually impaired students has expended for the attendance of ARC meetings, involvement in the assessment process or other time expended directly relating to a visually impaired student enrolled in the Danville Independent Schools, will be documented and provided to each Director of Special Education. The Mercer County Schools will submit to the Board of Education of Danville Independent Schools on a monthly basis a statement for reimbursement at the rate of \$30.02 per hour for the time expended by the teacher of visually impaired students in providing services under this CONTRACT for students enrolled in the Danville Independent Schools. The billing statement from the Mercer County Schools to the Board of Education of danville Independent will also seek reimbursement for mileage encumbered by the teacher of visually impaired students beginning at the Mercer County Schools' Central Office to any school facility of the Danville Independent Schools where professional services have been provided under this CONTRACT at the rate under Mercer County BOE Board Policy 03.125 and Administrative Procedures.

5. MISCELLANEOUS

A. The Mercer County BOE and Danville Independent BOE will provide a copy of this CONTRACT to its respective workers compensation, general liability, and professional services liability insurance carriers.

B. The teacher of visually impaired students will be provided a copy, or provided information so as to be able to access electronically, the Board Policies and Administrative Procedures, as well as Student Discipline Code, for the Danville Independent Schools.

C. The Danville Independent BOE and Mercer County BOE, by and through its superintendent/designee, shall take reasonable action to assure there is no discrimination under the CONTRACT against any individual on the basis of race, color, national origin, sex, religion, genetic information, or disability.

D. The Danville Independent BOE and Mercer County BOE agree this CONTRACT is terminable at any time by either party, with or without cause, upon written notice to the other at least ten (10) school days prior to the effective date of such termination.

E. This CONTRACT contains all of the terms agreed upon by the two (2) Boards of Education with respect to the subject matter of this CONTRACT and supersedes all prior agreements, arrangements and communications between the boards of education concerning such subject matter, whether oral or written.

F. If, during the term of this CONTRACT, it is found that a specific provision or language used is illegal under Federal or State law, the remainder of the CONTRACT not affected by such ruling or determination shall remain in force.

G. This CONTRACT has been executed in the Commonwealth of Kentucky and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

H. Attached hereto and marked as Attachment A is a statement of voluntary consent signed by the teacher of visually impaired students employed by the Mercer County Schools to be assigned to providing the services in the manner and under the provisions specified in this CONTRACT.

IN WITNESS WHEREOF, the Board of Education of Danville Independent and Board of Education of Mercer County have authorized this CONTRACT to become effective on date stated herein above.

Board of Education of Danville Independent

By Authorized Representative _____

Name Printed: _____

Date: _____

Date of Board Approval: _____

Board of Education of Mercer County

By Authorized Representative _____

Name Printed: _____

Date: _____

Date of Board Approval: _____