



Kenton County School District | It's about ALL kids.

Issue Paper

DATE:

August 15, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve Contracting with Mobility on the Move, to provide orientation and mobility services to students with visual impairments per their IEPs 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 School District has four students with visual impairments that require orientation and mobility, as a related service per their IEP. As a result, we have found an O&M instructor from Mobility on the Move 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 ARCs, etc. .

FISCAL/BUDGETARY IMPACT:

The total cost of these services will vary depending on the number of initials, re-evaluations and services that an ARC determines necessary during the 2022-2023 school year. However, it is estimated the cost to be \$10,000 to be taken from the IDEA-B Federal Grant..

RECOMMENDATION:

Approval to Approval for contracting with Mobility on the Move, to provide orientation and mobility services to students with visual impairments per their IEPs in order to comply with state and federal guidelines.

CONTACT PERSON:

Danielle Rice

Principal/Administrator

District Administrator

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.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT entered into this _____ day of _____ 20____ by and between **Mobility on the Move**, a provider of orientation and mobility services for the visually impaired, and Board of Education of **Kenton County** Schools (also hereinafter "School District"). The service providing specialist for Mobility on the Move is **Marshá Gerton** of Cincinnati, OH 45224 (also hereinafter "Gerton")

WHEREAS, the School District of Kenton County Schools, Special Education Department, has determined that the School District needs to provide Orientation and Mobility Services to students with visual impairments as a service needed to implement the Individual Education Program of identified students and has determined that this need cannot be met by existing district staff: and

WHEREAS, Gerton is a Certified Orientation and Mobility Specialist and has experience in providing such services, and

WHEREAS, the School District desires to enter into a contract with Gerton for the providing of Orientation and Mobility services and related services, and

WHEREAS, Gerton desires to enter into a contract with School Districts to provide Orientation and Mobility services and related services, and

WHEREAS, the parties desire to reduce the terms of their agreement to writing.

TO WIT:

NOW, THEREFORE, for and in consideration of the mutual promises herein set forth, the School District and Gerton do hereby agree as follows:

4. On or before the 15th day of each month during the term of this contract, Gerton shall submit to the School District an itemized invoice for services rendered under this contract and expenses incurred pursuant hereto the preceding calendar month. Invoices for services and expenses shall be payable following district guidelines for approved vendors.

5. Gerton shall maintain liability insurance at the level of \$1 million covering her services provided pursuant to this Contract. A copy shall remain on file prior to providing services.

6. In providing services pursuant to the Contract, Gerton is, and for all purposes shall be deemed to be, an independent contractor and is not, and shall not be considered, an employee of the School District, and shall not represent to anyone that she is an employee of the School District.

7. The parties knowlege that there may be occasions when a student for whom Orientation and Mobility services are to be provided pursuant to the Contract, is absent from school and will, therefore, not be available to receive the scheduled Orientation and Mobility services, or will not be available for scheduled evaluation or assessment. In such event, it shall be the responsibility of the School District to notify Gerton of the student's unavailability in sufficient time so as to avoid Gerton's traveling to the school only to find that the child to be served is not present. Gerton shall provide the school personnel with her cell phone number so as to enable the school staff to notify her of such absences. In the event that Gerton does not receive timely notification of the student's unavailability to receive the services to be provided pursuant hereto (or to be evaluated or assessed), the School District agrees that Gerton will be paid for her time for traveling to and from (or partially to and from as the case may be) the subject school at the hourly rate hereinabove specified.

8. The parties agree to comply with all applicable laws and regulations concerning the performance of the Contract.

_____ SCHOOL DISTRICT

By _____

Title _____

SECOND PARTY

Marshá Gerton, COMS