



# Bullitt County Public Schools

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**TO:** Jesse Bacon, Superintendent  
Adrienne Usher, Assistant Superintendent

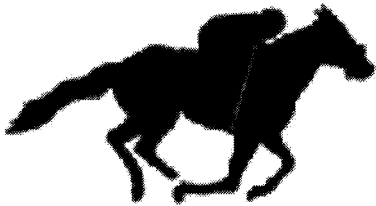
**FROM:** Troy Kolb, Director of Special Education *(TK)*

**DATE:** September 8, 2023

**RE:** Contract: On Track Orientation and Mobility

On Track Orientation and Mobility works with students who have visual impairments to navigate safely through various environments, including schools. Beginning in October, a student will be attending Bullitt County Public Schools in need of this training and support as specified in their IEP. The Department of Special Education is requesting approval of the attached contract with On Track O&M to provide this required related service upon this student's arrival through the 2023-2024 school year. This contract has been reviewed by the Board Counsel. Funding to support the costs associated with this contract will come from the Department of Special Education's General Budget line for contract services.

Please let me know if I can answer any questions on this matter.



Keeping you on track to  
a life of independence!

On Track Orientation and Mobility, LLC

This contract is entered into this 1 day of October 2023, by and between the Bullitt County School District, herein after referred to as the First Party, and On Track Orientation and Mobility, LLC 1131 Richliev Lane, Frankfort, KY 40601, herein referred to as Second Party.

**PARTIES:**

The Bullitt County School District, Shephardsville, Kentucky, Department of Special Education has established the need for provision of Orientation and Mobility (O&M) services to students with visual impairments on a case basis, unless otherwise agreed upon, the Certified Orientation and Mobility Specialist (COMS) shall provide services during the school day and has determined that this need cannot be met by existing district staff.

Christiana Gage provides O&M and has the expertise as described herein.

**PURPOSE:**

The purpose of this contract is to improve the availability of Orientation and Mobility services.

Now, therefore, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the Special Education Department as an independent contractor, services under the direction of Troy Kolb, Director of Special Education.
2. The Second Party shall provide services which will be provided to meet the specific needs of each students' IEP, and may include attendance at the ARC meeting; progress monitoring; goal development; evaluation; and report writing (with ARC consent for same); instruction will be provided within the school and/or community as determined by the ARC.
3. The Board agrees the Second Party for the services provided in this contract in the amount of \$120 an hour for direct services to the school or student. No

additional expenses are to be reimbursed other than the purchase of canes for students in need. Mileage reimbursement will not be paid but rather the hourly rate will apply to travel from the home address (listed above) for the Second Party to the first school where services are provided and travel between school sites within the district to the home address of the Second Party.

4. The Second Party shall provide to the  Bullitt County School District  an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed as noted in hourly rate.

5. The Second Party shall provide a completed background check of the person working with students to  Troy Kolb , DoSE for  Bullitt County School District .

6. The Second Party shall provide a copy of their liability insurance coverage for services being performed for the  Bullitt County School District  and coverage shall be \$1,000,000 minimum.

7. The contractor/vendor shall indemnify and hold harmless the  Bullitt County School District , its employees and volunteers, against any and all claims, demands, or loss, including attorneys' fees, as a result of any injury which arises out of or is any way connected with the actions of vendors or vendors' agents, employees, or assigns.

8. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension."

9. This contract may be renegotiated based upon, but not limited to, increases in services to participants. Any modification shall be agreed to in writing and signed by both parties.

10. The staff providing services to the First Party herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the First Party.

11. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

12. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

13. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

14. There will be no conflicts of interest, gratuities, and kickbacks to employees of the  Bullitt County School District  in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect.

15. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

16. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

17. Venue for any legal action filed concerning this contract shall be  Bullitt County , Kentucky.

18. This writing reflects the entire agreement between the parties. No change or modification of this agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

19. This agreement will be in effect from  September   1 ,  2023 , through  June   30 ,  2024 , unless terminated by either party as defined in paragraph 10. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

20. The Second Party will be considered a "school official" for the purposes of the Family Educational Rights and Privacy Act ("FERPA"), and in that capacity the Second Party will be provided personally identifiable information and educational records relating to the students served under this Agreement.

21. Second Party, or any representative thereof, is not an employee of the  Bullitt County School District , and nothing contained in this agreement shall be construed to negate this provision

22. The Second Party expressly agrees not to disclose any educational records or personally identifiable information to any party other than other school officials or a parent/eligible student without the prior written consent of the parent/eligible student, or as otherwise authorized or required by law.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

**Director's Approval of services needed**

Troy Kolb   
Print Name

   
Signature

9/8/23   
Date

**Superintendent's Approval of Contract  
Bullitt County School District**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Orientation and Mobility Specialist to provide services (Second Party)**

Christiana Gage  
Print Name

*Christiana Gage*  
Signature

9/1/23  
Date