



**Keeping you on track to
a life of independence!**

On Track Orientation and Mobility, LLC

This contract is entered into this ____1____ day of ____July 2025____, by and between the Powell County School District, herein after referred to as the First Party, and On Track Orientation and Mobility, LLC 360 James Way, Frankfort, KY 40601, herein referred to as Second Party.

PARTIES:

The Powell County School District, Stanton, 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 ____Erica Price____, 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 Powell 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 Erica Price, DoSE for Powell County School District.

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

7. The contractor/vendor shall indemnify and hold harmless the Powell 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 Powell 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 ____
Powell 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 July 1, 2025, through June 30, 2026, 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 Powell 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

Erica Price

Print Name

Erica Price

Signature

6/11/2025

Date

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

Print Name

Signature

Date

Orientation and Mobility Specialist to provide services (Second Party)

Christiana Gage
Print Name

Signature

6/10/25
Date