

Mobility on the Move LLC
INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT entered into this 20th day of May 2026 by and between **Mobility on the Move**, a provider of orientation and mobility services for the visually impaired, and Board of Education of **Newport Independent 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 Newport Local 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:

1. Gerton shall provide Orientation and Mobility services to the School District under the direction of Kerri Johns-Niemann, Special Education Director. In addition, Gerton will perform Orientation and Mobility evaluations and assessments as requested by the School District, and will prepare the reports of said evaluations and assessments, and will provide said reports to the School District. Gerton will also attend Admissions and Release Committee meetings as requested by the School District Representative or Director of Special Education and following state and local guidelines.

2. Services will be provided to meet the specifics of each student's Individual Education Program ("IEP"). Instruction shall be provided at the school and within the community during the school day or as otherwise scheduled.

3. The School District agrees to pay Gerton for the services provided pursuant to this contract the sum of Three hundred(\$300.00) dollars for Orientation and Mobility Assessments, One Hundred and twenty- five (\$125.00) Dollars per hour working with the student, IEP writing, ARC Meetings, and the amount of Ninety (\$90.00) Dollars per hour for travel time from the location of Gerton's residence in Cincinnati, Ohio, to each school or schools the said services are to be provided and from said school(s) or community to Gerton's residence in Cincinnati, Ohio. Gerton will bear her own transportation expenses, will furnish her own vehicle, her own auto insurance, fuel and maintenance and will not be reimbursed by the School District for travel expenses except in the event that overnight lodging is required, in which event such expense shall be borne by the School District.

In the event that supplies or equipment are needed in order to provide any of the services to be performed pursuant to this Contract, Gerton will seek prior approval from the School District prior to incurring any such expenses. School District will provide a purchase order for any approved expense and supplies and/or equipment will remain property of the School District.

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. Gerton shall provide the School District a copy of all policy documents.

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. In the course of rendering services pursuant to this contract, Gerton shall not be responsible for transporting students and will not, in fact, transport any students.

8. The parties acknowledge 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 an 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.

9. The parties agree to comply with all applicable laws and regulations concerning the performance of the Contract. This Contract is for the benefit of both parties and shall be governed by and construed in accordance with the laws of the commonwealth of Kentucky. Both parties submit to the non-exclusive jurisdiction of, and agree that venue is proper in, the state of federal courts in or of Newport, Kentucky in any legal action or proceeding relating to this Contract.

10. Each party certifies that it/she will not discriminate in any of the services provided in connection with the Contract on the basis of race, gender, national origin, religion, age, creed, political affiliation or disabling condition.

11. KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of the board of education in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect. KRS 45A.990 provides severe penalties for violations of the laws relating to gratuities or kickbacks to employees, which are designed to secure a public contract for supplies or services.

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

13. This writing reflects the entire agreement between the parties. No change or modification of this Contract 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.

14. This Contract will be in effect for the School District's 2026-2027 school year. A new Contract may be renewed annually based upon evaluation of the effectiveness of the services rendered in meeting the goals set forth herein, funding availability, and upon mutual agreement of the parties.

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

NEWPORT INDEPENDENT SCHOOL DISTRICT

By _____

Special Education Director

By _____

Superintendent

SECOND PARTY



Marshá Gerton, COMS

Addendum to Mobility on the Move LLC Contract 2026-2027.

- 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.

Newport Independent School District Service Provider 2026-2027 Addendum

- 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.
- 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 2026-2027 school year.*

Newport Independent School District Service Provider 2026-2027 Addendum

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 2026-2027 school year.


SIGNATURES:

By 
Mobility of the Move: Marshá Gerton
Certified Orientation & Mobility Specialist

Date 6/1/26


Kerri Johns-Niemann, Special Education Director

Date _____


Matthew Atkins, 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 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: Marsh Cr

Date: 5/12/06