

## AGREEMENT FOR SERVICES

This Agreement is entered into effective as of the 1<sup>st</sup> day of July 2016 between Norton City School District (the District) and United Disability Services (UDS).

WHEREAS, the District wishes to enter into an Agreement with UDS to provide services to District students performed by a Teacher of the Visually Impaired (TVI).

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties hereby agree to the following:

1. The District will pay UDS \$145.00 per hour for services provided to District students by the Teacher of the Visually Impaired (TVI) and \$72.00 per hour for travel associated with such services.
2. UDS will invoice the District monthly for all services performed the previous month, which will be due and payable upon receipt, net thirty (30) days.
3. Retirement Program Obligations: The District is required to enroll individuals providing services in these positions to District students in the State Teacher Retirement System (STRS). The District requires that UDS remit both the employee and employer's contributions to the District's Treasurer's Office.
  - a) Under Ohio Revised Code 3307.01 and 3319.22 to 3319.31, any individual performing work under this contract shall be considered a member of the State Teacher Retirement System (STRS).
  - b) Such membership shall require UDS to make deductions from covered individual's compensation in accordance with effective STRS contribution rates. These deductions shall be made by UDS in accordance with Ohio Revised Code 3307.26. Individuals who contribute to a public retirement system are exempt from the 6.2% Social Security (OASDI) tax portion of the Federal Insurance Contributions Act (FICA), when applicable. The 1.45% Medicare portion of FICA is still required, when applicable.
  - c) UDS shall pay to the District fourteen percent (14%) of the compensation earned by all persons employed or contracted by UDS for work performed under this contract. This additional amount constitutes the employer's contribution to the State Teacher Retirement System (STRS) as prescribed by Ohio Revised Code 3307.28.
  - d) UDS shall pay the Teacher of the Visually Impaired on a monthly basis and shall forward to the District all amounts which were deducted from compensation when paid, as well as the additional amounts reflecting the employer's contribution described above.

- e) Check shall be made payable to Norton City School District indicating total employee contributions and total employer contributions separately on the check remittance. The check should be mailed to:

Norton City School District  
Treasurer's Office  
4108 Cleveland-Massillon Rd.  
Norton, OH 44203-5633

- f) UDS shall transmit the following information with each such check:
    - a. The full name and Social Security number of each individual for whom contributions are being submitted.
    - b. The individual gross earnings figures for work performed under this contract by each individual during the preceding month.
    - c. The number of days worked during the preceding period.
    - d. The amount of employee contributions (post-tax).
    - e. The amount of employer contributions.
  - g) The District shall report such information, and remit payment for the required contributions, to the appropriate parties for all individuals who perform work under this contract on behalf of UDS in accordance with the deadlines established by STRS. UDS shall not be responsible for any penalties imposed by STRS for late payment due to the fault of the District.
  - h) UDS shall comply with the requirements of Ohio Revised Code 3307.211, 3307.212, and 3307.29. Because the District is responsible for administering the contractor's State Teacher Retirement System (STRS) contributions, any and all information, notices, or records required of employers by the above cited statutory provisions are items, which UDS shall supply to the District.
  - i) Failure to comply with all of the requirements under this Section and the BCII requirements shall result in the holding of payment by the Treasurer, Norton City School District until such requirements are met.
4. Individuals Providing Services: The parties understand and agree that all individuals providing services as agreed upon in this contract are independent contractors of UDS and shall remain as such throughout the term of this agreement and UDS will be solely responsible for their compensation.
5. Compliance With Applicable Standards, Policies, Procedures and Agreements: UDS shall ensure that all services provided by UDS and its staff shall meet the relevant standards and policies and procedures established and required by any applicable regulatory agency, the District, and the terms and conditions of this Agreement.

6. Each party shall retain liability for, and shall provide for insurance against, acts and omissions related to the services provided by such party's personnel or any party with whom they contract to provide services on behalf of such party. Each party agrees to indemnify the other party for injuries that result solely from the negligence of its respective employees that are committed while performing services that are within the course and scope of the services described in this Agreement.
7. In the event that either the District or UDS becomes aware of any alleged injury arising out of the care or treatment of any person pursuant to this Agreement, each party has a duty to give the other written notice containing the particulars sufficient to identify the name, address of the alleged injured person, place and circumstances of the alleged incident and the addresses of any available witnesses.
8. The term of this Agreement shall be for one complete school year commencing on July 1, 2016 and ending on June 30, 2017. Either party may terminate this Agreement without cause during the term of this Agreement by providing sixty (60) days advance written notice to the other party.

IN WITNESS WHEREOF, the District and UDS have caused this Agreement to be executed effective as of July 1, 2016.

**UNITED DISABILITY SERVICES**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NORTON CITY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_