

AGREEMENT FOR SERVICES

This Agreement is entered into effective as of the 1st day of July 2017 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. The Teacher of Visually Impaired Students shall perform functional low vision assessments, participate in the IEP, provide documentation of assessment and training, consult with teachers and related service providers, provide instruction in use of assistive technology, provide Braille instruction, and order and adapt materials as per the student's IEP or as requested by the District.
3. Frequency and duration of service and instruction will be as per IEP but no sub is required and no make- up will be necessary for absences on the part of student or provider. Initial assessment or reassessment may be up to four (4) hours in duration.
4. 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.
5. 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.
6. Compliance With Applicable Standards, Policies, Procedures and Agreements: UDS shall ensure that all services provided by UDS 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.
7. 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.

8. 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.
9. The term of this Agreement shall be for one complete school year commencing on July 1, 2017 and ending on June 30, 2018. 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, 2017.

UNITED DISABILITY SERVICES

By: _____

Title: _____

Date: _____

NORTON CITY SCHOOL DISTRICT

By: _____

Title: _____

Date: _____