

# VISION ITINERANT SERVICES CONTRACT

This agreement is entered into between Mercer County Schools hereinafter referred to as the "School", and Reed Braille Co. hereinafter referred to as the "company", providing a certified teacher of the visually impaired, by the agreement this date, for the purpose of obtaining vision services for the school program.

## Witnesseth

WHEREAS, the School operates special education classes: and WHEREAS, the company provides a teacher that is certified by the Commonwealth of Kentucky Department of Education as a vision teacher, and desires to provide vision services, for the eligible handicapped children enrolled in these classes. NOW, THEREFORE, for and in consideration of, the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

### I. SERVICES

The company will provide a teacher that is certified as teacher of the Visually Impaired by the Commonwealth of Kentucky Department of Education.

The company will provide specific programs needs and plan appropriate activities.

The company will deliver services through: consultation, collaboration, direct instruction and specified evaluation.

The company will provide specific vision evaluation i.e. Braille, functional vision and learning assessment, (as required by ARC committee) and complete written report.

The company will attend Admission and Release Committee meetings as requested to help plan specific programs for individuals.

### II. FACILITIES

The vision services will occur on school property as well as various locations in the community as needed for community based instruction and support.

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## III. EQUIPMENT

The School will provide equipment and supplies for services and training. (i.e. brailier, adapted computer, low vision aides, adaptive devices)

## IV. FEE, COLLECTION AND COMPENSATION

During the term hereof, the following arrangements shall apply.

- A. The School shall compensate the company at a rate of seventy (70) dollars per hour for direct instruction, evaluation, consultation and attendance at Admissions and Release Committee meetings. The School shall compensate the company at a rate of sixty (60) dollars per hour for travel and mileage.
- B. The company will provide to the School a breakdown list of the time worked, by the third day of each month. The School will reimburse the company each month for the previous month's work according to said monthly list.
- C. The company will be available for 2-4 hours per week to provide vision services as needed.

## V. INSURANCE

During the term of this agreement, the company shall maintain professional liability in the following amounts:

250,000 to 500,000 per occurrence

250,000 to 500,000 per aggregate

## VI. INDEMNITY

The company shall indemnify and hold the school, its directors and employees harmless from and against any and all claims, demands, liabilities, damages, and expenses for injury to children caused or asserted to have been caused by the negligent acts of the specialists.

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## VII. TERMS

This agreement shall be in full force and shall commence on August 1, 2019 and shall be effective until June 30, 2020. However, at anytime during the term hereof either party may unilaterally terminate this agreement without cause by giving the other party at least thirty (30) days notice of its desire to terminate.

## VIII. ENTIRE AGREEMENT

This agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding or obligating upon the parties hereto. This agreement supersedes all prior contracts, and understandings, whether written or otherwise, between the parties relating to the subject matter hereof, IN WITNESS WHEREOF, the school and company have duly executed this agreement of the day, and year just written.

WITNESS: \_\_\_\_\_  
Superintendent

DATE: \_\_\_\_\_

WITNESS: Laura Reed  
Laura Reed  
Certified Vision Teacher

DATE: 5-16-19