

## TEACHER OF VISION IMPAIRED SERVICE AGREEMENT

This Agreement for Services is entered into by and between the Gallatin County Board of Education, (hereinafter referred to as "GCBE"), located at 75 Boardwalk, Warsaw KY 41095 and the Carroll County Board of Education ("CCBE") having an address of 813 Hawkins Street, Carrollton, KY 41008.

**A. Party Obligations.** In consideration of the terms and conditions contained herein, the parties agree to the following:

1. CCBE agrees to arrange for a fully qualified, licensed Teacher of the Vision Impaired ("Provider") to provide services during the 2022-2023 school year to children identified by the Gallatin County School District ("District") as needing such services, in accordance with the District's Special Education Procedures.
2. GCBE, in consideration of the above, agrees to pay CCBE the sum of **\$42.78** per hour for services includes direct services, planning, meetings, etc.) provided by Teacher of the Vision Impaired, plus an additional 6.0% administrative fee.
3. GCBE will reimburse CCBE for travel expenses incurred by Provider while providing services on behalf of the District. GCBE will not be liable to CCBE for any costs or expenses paid or incurred by the Provider in performing services for GCBE, GCBE is interested in the results obtained through the services provided by CCBE and Provider; Provider shall decide the methods and manner of performing the services required to achieve the desired outcome.
4. CCBE is fully responsible for paying any local, state or federal income tax or other taxes required to be paid by law for remuneration pursuant to this Contract.

**B. Terms and Termination.** The term of this Agreement shall be from August 17, 2022 through June 30, 2023. Either party may terminate this Agreement for any reason with ten (10) days' advance written notice. Hourly rate for services may change contingent upon employee earning a higher degree or changing health insurance status.

## **Limitation of Liability, Hold Harmless Clause, and Insurance.**

1. GCBE and CCBE shall defend, indemnify and hold each other harmless from and against any and all claims, damages, loss, liability, and expenses, including reasonable costs, collection

enses, attorney's fees or court costs which may arise because of the negligence, misconduct or other fault of the indemnifying party, its officers, members, agents or employees in the performance of its obligations under this Agreement. This provision shall survive the termination or expiration of this Agreement.

2. In no event shall either party be liable for special, incidental or consequential damages, lost profits, lost use of equipment, cost of substitute equipment or other operational costs.

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3. GCBE shall not be responsible for any tax liability incurred by CCBE or Provider for sums paid pursuant to this Agreement.

## **D.**

### **General Clauses.**

1. This Agreement may not be assigned by either party without the express consent of the other party,

2. Neither party shall be required to perform its respective obligations hereunder when such failure is the result of fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, or like causes beyond the reasonable control of such party.

3. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and any action filed in a court of law to enforce it shall be filed in the Gallatin or Carroll County, Kentucky

4. Any notice or communication required to be given under this Agreement shall

be sent by U.S. mail or hand-delivered to the other party at the address specified in the preamble to this Agreement, unless a party has notified the other party in writing of a new address.

E. Provider shall not be considered an employee of the Gallatin County Board of Education, Nothing in this Agreement shall be construed as, or be deemed to create, a relationship of employer and employee, or principal and agent. As such, Provider shall not be entitled to paid vacation, sick leave, group health insurance, life insurance, participation in pension and profit sharing plans, workers compensation insurance, state or federal unemployment compensation insurance, FICA and other tax withholdings or any other benefits provided by the GCBE.

F. This Agreement shall constitute the entire agreement between the parties and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto indicate their consent to this Agreement by the signatures of their duly authorized representatives,

*Gallatin County Board of Education*  
*Carroll County Board of Education*