

AGREEMENT
BETWEEN
UTAH SCHOOLS FOR THE DEAF AND THE BLIND
AND
GRANITE SCHOOL DISTRICT
2023-2024 School Year

This agreement was made on the 17th day of August, 2023 by and between Utah Schools for the Deaf and the Blind (hereinafter referred to as "USDB") and Granite School District (hereinafter referred to as "District").

WHEREAS, District desires to enter into an agreement for USDB to perform the work described below; and

WHEREAS, USDB is authorized to enter into an agreement for the performance of work described below; and

THEREFORE, both parties understand and mutually agree to be bound by the following:

1. **PURPOSE AND SCOPE.** USDB will provide the following services for students in the District:
 - a. **Interpreting** services will be provided for the **3** students.
 - d. Interpretation of classroom information between the deaf/hard of hearing student and the teacher and classmates during academic instruction. This will be provided for up to 181 days for 6.5 hours daily. This does not include recess and lunchtime.
 - i. It is anticipated that interpreting services shall be rendered by a USDB ASL Interpreter of the Deaf.
 - ii. If remote interpretation is needed, the district will provide the necessary technology to access the interpreter.
 - e. Itinerant services from an **Orientation & Mobility Specialists (O&M)**
 - i. Direct and Consultation Services for students with visual impairments in general education and self-contained classroom settings as listed on the student's IEP.
 - ii. Services for each qualified student will be logged in [Attachment A](#); and can be fluid and adjustable throughout the school year (students can be added throughout the year).
 - f. This agreement shall include USDB employee travel time, if necessary, but not commute time.
 - g. Extracurricular and after-school activities are outside the scope of this agreement and may be negotiated separately (and paid at the hourly rate of each employee for each activity).
2. **TERM.** Performance under this agreement shall commence on August 14, 2023, and shall be for the 2023-24 school year.
3. **EMPLOYMENT CONDITIONS**
 - a. The district shall provide USDB employees with appropriate lunchtime, break periods, preparation time, and travel time as needed.
 - b. For interpreting services USDB employees shall be supervised by the USD Associate Superintendent with authority to monitor both the services provided under this agreement and the results of said services.

- c. Caseloads and other District assignments for USDB employees not listed in paragraph 1 above shall be approved in writing by USDB prior to service.
- d. USDB employees work during normal school hours unless approved in writing in advance by USDB.
- e. District agrees to provide all materials and supplies necessary for USDB employees to provide the services of this agreement.
- f. Additional employment conditions for USDB employees shall be governed by USDB employment policies and practices.

4. LEA RESPONSIBILITIES

- a. The district shall provide required student equipment or reimburse USDB for required student equipment, as determined by USDB.
- b. It is anticipated the following equipment will be required for this agreement:
 - i. None
- c. The district shall provide technology support services, including but not limited to network access for USDB employees and student access to USDB network resources.

5. COMPENSATION = \$278,876.74

- a. This compensation entitles the District to **three USDB Educational Interpreters** each at 181 days, 7 hours a day (equaling a maximum of 1,267 hours per year per educational interpreter) providing services under this agreement. Educational Interpreter = Rate \$53.11 an hour x 1,267 hours for a maximum total anticipated cost of \$67,290.37 for each educational interpreter and a total **\$201,871.11** for all three educational interpreters. This will be amended as student needs dictate.
- b. **0.67 FTE** Orientation and Mobility Specialists **\$77,005.63**
 - i. This compensation entitles the District to **122.61 days for FTE 0.67**, 7.5 hours a day (equaling a maximum of **919.58** hours per year at \$83.74/hr) for Orientation and Mobility Specialists providing services under this agreement.
 - ii. USDB will provide ongoing service logs (accessible via [District O&M Service Log](#).) to the District for viewing and verification of hours worked prior to invoicing.
- c. Payment will be made to USDB in two installments. USDB will invoice the District for services from August through December and again from January through June.
- d. Payments received after January 30 or after June 30 will result in a \$500 late fee, provided the District receives invoices at least 30 days before the deadlines.

6. LIABILITY. USDB agrees to assume liability for the negligent acts or omissions of its employees committed during the performance of the agreement to the extent such negligence gives rise to liability under the Governmental Immunity Act, U.C.A. 63-30-1 *et seq.*

7. INDEMNIFICATION. District hereby agrees to indemnify and hold USDB and its agents or employees harmless for damages caused by District employees.

8. TERMINATION. This agreement may be terminated by either party upon 30 days written notice and will be considered terminated upon receipt of such notice.

9. GOVERNING BOARD APPROVAL. Any USDB agreement exceeding \$100,000 requires the approval of the Utah State Board of Education.

10. FULL AND COMPLETE AGREEMENT. This agreement including attachments constitute the full and complete understanding of the parties regarding the subject matter hereof. No

modification or addition to this agreement will be effective unless such is in writing signed by the parties.

UTAH SCHOOLS for the DEAF and BLIND

GRANITE SCHOOL DISTRICT

USDB Associate Superintendent
Michelle Tanner

Special Education Director
Bryce Day

USDB Associate Superintendent
Susan Patten

Director of Purchasing
Jared Gardner

USDB Finance Director
Carl Empey