

AGREEMENT  
BETWEEN

UTAH SCHOOLS FOR THE DEAF AND THE BLIND  
AND  
WASHINGTON COUNTY SCHOOL DISTRICT

This agreement was made this 16th day of August 2023 by and between Utah Schools for the Deaf and the Blind (hereinafter referred to as "USDB") and Washington County 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. Audiology, educator, and itinerant services
  - b. Services will be provided for all deaf and hard-of-hearing students within the district (Approximately **60** students).
  - c. It is anticipated that services shall be rendered by the following USDB employees:
    - i. An audiologist up to 750 hours of service.
    - ii. One itinerant teacher of the deaf.
    - iii. Supplemental itinerant services are provided by USDB at no cost.
      1. Supplemental itinerant services of a teacher of the deaf dependent upon the availability of the USDB itinerant teacher.
  - d. Itinerant services from an educator of the deaf and hard-of-hearing:
    - i. Direct and Consultation Services will be provided for deaf and hard-of-hearing itinerant students within the Washington School District for 7.5 hours a day or 37.50 hours a week during the 2023-24 school year. USDB will assign a full-time educator to meet these needs.
      1. Any services beyond this caseload will be provided by a USDB teacher of the deaf, subject to availability.
  - e. Extracurricular Activities:
    - i. Interpreting services for extracurricular activities will be added as needed when a student participates in after-school activities and paid at the State rate of \$53.11/hr per hour for each educational interpreter. Arrangements for extracurricular and after-school activities must be coordinated and approved by the USD Superintendent.
    - ii. Interpretation for students participating in extracurricular activities may cause the final costs to exceed the final compensation amount identified in section 6.
  - f. This agreement shall include USDB employee travel time, 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 15, 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. USDB employees shall be supervised by a USDB Associate Superintendent with the 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 "Purpose and Scope" 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 the following required student equipment (if needed) to instruct the student at the school: an electronic devices, manipulatives, crayons, paper, pencils, textbooks used in the classroom, access to the copy machine, other small miscellaneous items as needed to instruct the student appropriately 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. Not applicable
- 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**

- a. District agrees to pay USDB a maximum amount of **\$181,608.15 Total Cost** for services occurring during the school day, as described in this agreement.
- b. **1 FTE Itinerant Teacher of the Deaf                    \$114,933.15**
  - i. This compensation entitles the District to 183 days, 7.5 hours a day (equaling a maximum of 1372.5 hours per year at \$83.74/hr) for the USDB Educator providing services under this agreement.
- c. **Audiological Services for 750 hours                    \$66,675.00**
  - i. This compensation entitles the District to a maximum of 750 hours per year at \$88.90/hr) for the USDB Educator providing services under this agreement.
- d. Supplemental support for itinerant services will be provided by USDB to the Washington School District at no cost.
- e. This amount is compensation for the salary and benefits of the USDB employees providing services under this agreement.
- f. Hours for extracurricular activities will be in addition to this amount at the hourly rate of \$53.11 for an interpreter.
- g. This amount is compensation for the salary and benefits of the USDB employees providing services under this agreement.

- h. 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 and 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

WASHINGTON COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
USDB Associate Superintendent  
Michelle Tanner, Ed.D.

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Authorized District Representative  
Hollie Cullen

\_\_\_\_\_  
USDB Finance Director  
Carl Empey

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District Finance Officer  
Brent Bills