

AGREEMENT
BETWEEN

UTAH SCHOOLS FOR THE DEAF AND THE BLIND
AND
WEBER SCHOOL DISTRICT - 504 STUDENTS/AUDIOLOGY

This agreement was made this 23rd day of August 2023, by and between Utah Schools for the Deaf and the Blind (hereinafter referred to as "USDB") and Weber 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 the 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. Audiological Services which include formal and informal hearing assessments, loaner hearing aid fittings and aided evaluation, personal and soundfield system fittings, technical assistance, consultation, and professional development on issues related to hearing loss.
 - b. Hearing screenings are the responsibility of the district. USDB can provide loaner equipment and training to Speech Language Pathologists and/or Nurses on how to use the equipment to conduct hearing screenings. Students who fail 2 school screenings can be referred to USDB for follow up audiology services.
 - c. This agreement shall include USDB employee travel time, but not commute time.
 - d. Changes to student circumstances and services may fluctuate depending upon the individual education plans, or 504s, of students within the district.

2. **TERM.** Performance under this agreement shall commence on August 17, 2023, and shall be for the 2023-24 school year as long as the student is enrolled in the district and eligible for services.

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 the USD 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 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 the following required student equipment (if needed) to instruct the student at the school: an electronic device, 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. 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. USDB RESPONSIBILITIES

- a. Per the contract for School-Based Skills Development between USDB and the Utah Department of Health, USDB will notify the District if USDB discovers one of its employees who works at the District appears on the System for Award Management (SAM) (www.sam.gov) or the List of Excluded Individuals and Entities (LEIE) (<https://oig.hhs.gov/exclusions>).

6. COMPENSATION

- a. District agrees to pay USDB a maximum amount of **\$60,985.40 Total Cost** for services occurring during the school day, as described in this agreement. .
 - i. **Audiological Services for 686 hours \$60,985.40**
 - This compensation entitles the District to a maximum of 686 hours at \$88.90/hr) for the USDB Audiologist providing services under this agreement.
 - ii. This amount is compensation for the salary and benefits of the USDB employees providing services under this agreement.
- b. 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.
- c. 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. 63G-7-101 *et seq.* (the "ACT")

6. **INDEMNIFICATION.** District hereby agrees to indemnify and hold USDB and its agents or employees harmless for damages caused by District employees. Nothing in the Agreement shall be construed as a waiver by Weber School District of any protections, rights, or defenses applicable to Weber School District under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of Weber School District to incur by contract any liability for the operations, acts, or omissions of the other Party or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any obligations of Weber School District in the Agreement to indemnify, hold or save harmless, and/or defend contained in the Agreement are subject to the Act, and are limited only to claims that arise from the negligent acts or omissions of Weber School District, and the total amount of any such obligations, inclusion of attorney's fees, are limited to the amounts established in Section 63G-7-604 of the Act.

7. **TERMINATION.** This agreement may be terminated by either party upon 30 days written notice and will be considered terminated upon receipt of such notice.
8. **GOVERNING BOARD APPROVAL.** Any USDB agreement exceeding \$100,000 requires the approval of the Utah State Board of Education.
9. **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 SCHOOL for the DEAF and BLIND

WEBER SCHOOL DISTRICT

USDB Associate Superintendent
Michelle Tanner, Ed.D.

Special Education Director
Julianna Woodbury

USDB Finance Director
Carl Empey

District Business Administrator
Robert Petersen