

AGREEMENT
BETWEEN

UTAH SCHOOLS FOR THE DEAF AND THE BLIND
AND
CANYONS SCHOOL DISTRICT - SPECIAL EDUCATION

This agreement was made on the 17th day of August 2022 by and between Utah Schools for the Deaf and the Blind (hereinafter referred to as "USDB") and Canyons 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. Direct and Consultation Services will be provided for deaf and hard-of-hearing itinerant students within Canyons School District for up to 3 hours a day or 15 hours a week; equivalent to a .4 FTE educator of the deaf and hard-of-hearing.
 - b. **IEP Students** with Interpretation of classroom information from an ASL Interpreter:
 - i. Services will be provided for the following students:
 - i. 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 7 hours daily. This does not include lunchtime.
 - ii. Remote interpretation may be utilized if the district provides virtual learning experiences for the student.
 - c. **IEP Itinerant services** from an educator of the deaf and hard-of-hearing for 14 students.
 - f. This agreement shall include USDB employee travel time, but not commute time.
2. **TERM.** Performance under this agreement shall commence on August 17, 2022, and shall be for the 2022-23 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 the Associate Superintendent of the Deaf 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 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.
- d. The LEA will allow the USDB employee to participate in any LEA Medicaid time study requirements.
- e. The LEA will receive any Medicaid reimbursement.

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 **\$107,812.71 Total Cost** for services occurring during the school day, as described in this agreement.
 - i. **1 FT ASL Educational Interpreters (7 hrs/day) \$64,084.86**
 - ii. This compensation entitles the District to 181 days, seven hours a day (equaling a maximum of 1,267 hours per year) for each USDB Educational Interpreter providing services under this agreement. Total: \$64,084.86 each. (Hourly rate of \$50.58)
 - iii. **.4 FTE Itinerant Consultation Services \$43,727.85**
 - iv. This compensation entitles the District to 183 days, 3 hours a day (equaling a maximum of 549 hours per year at \$79.65/hr) for the USDB Educator providing services under this agreement.
- b. This amount is compensation for the salary and benefits of the USDB employees providing services under this agreement.
- 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 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

CANYONS SCHOOL DISTRICT

USDB Associate Superintendent

Authorized District Representative

Michelle Tanner

Nathan Edvalson

USDB Finance Director
Carl Empey

Business Administrator
Leon Wilcox