

AGREEMENT
BETWEEN
UTAH SCHOOLS FOR THE DEAF AND THE BLIND
AND
JORDAN SCHOOL DISTRICT

This revised agreement was made this 30th day of August 2022 by and between Utah Schools for the Deaf and the Blind (hereinafter referred to as "USDB") and Jordan 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. Interpretation of classroom information:
 - i. Services will be provided for **2** students:
 - ii. Interpretation of classroom information between the deaf/hard of hearing student and the teacher and classmates during academic instruction. This will be provided up to 181 days for 7 hours daily for each student. This does not include recess and lunchtime.
 - iii. Remote interpretation may be utilized if the district provides virtual learning experiences for the student.
 - b. Teacher of the Visually Impaired Services:
 - i. Direct and Consultation Services for students with visual impairments in general education and self-contained classroom settings as listed on the students' IEP or 504 Plan.
 - ii. **.2 FTE** of services provided by a Teacher of the Visual Impaired for approximately **6** students as indicated on a student's IEP or 504 Plan.
 - iii. **.51 FTE** of services provided by an Orientation & Mobility Specialist for **26** students.
 - iv. Changes to student circumstances and services may fluctuate dependent upon the individual education plans of students within the district.
 - c. Deaf-Blind Services:
 - i. Teacher of the Deaf-Blind services for deaf-blind for students in general education and self-contained classroom settings as listed on the student's IEP.
 - ii. One-on-one intervener service supervised by the teacher of the deaf-blind for **2** students as indicated on student's IEP.
 - d. 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 \$50.58/hr per hour for each educational interpreter. Arrangements for extracurricular and after-school activities must be coordinated and approved by the USD Superintendent.
 - ii. 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).
 - iii. Interpretation for students participating in extracurricular activities may cause the final costs to exceed the final compensation amount identified in section 6.
 - e. 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 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, with prior authorization for purchase from District, 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 **\$203,438.97 Total Cost** for services occurring during the school day, as described in this agreement. Hours for extracurricular activities that exceed this amount will be charged at the hourly rate of \$50.58 for an interpreter.
- b. 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 for each interpreter. (Hourly rate of \$50.58)
 - i. Any cancellation notice of fewer than 24 hours (or 1 business day) will be billed at least a 2-hour minimum. Cancellations made on the weekends do not count in the 24-hour window. For example, if the appointment is for Monday at 9:00 AM, the organization would need to cancel on Friday before 9:00 AM in order to avoid being charged.
 - ii. Student no-shows are also billed at least the 2-hour minimum or the time scheduled if more than 2 hours. The interpreter shall wait for up to 30 minutes for the student before leaving the assignment.
 - iii. Should the interpreter travel outside of the assigned area and the student does not show up for their class/appointment time, USDB may bill beyond the 2-hour minimum, depending on the travel time involved.
 - iv. This cancellation charge will be assessed regardless of what caused the cancellation, including illness or inclement weather.
 - v. For schools that have snow days, the 24-hour cancellation applies.

- c. This compensation entitles the District to 36 days, 7.5 hours a day (equaling a maximum of 270 hours per year) for each USDB Teaching of the Visually Impaired providing services under this agreement. Total: \$21,505.50 for a teacher of the visually impaired. (Hourly rate of \$79.65)
 - d. This compensation entitles the District to 90 days, 7.5 hours a day (equaling a maximum of 675 hours per year) for Orientation and Mobility services under this agreement. Total: \$53,763.75 for Orientation and Mobility Specialists. (Hourly rate of \$79.65)
 - e. This amount is compensation for the salary and benefits of the USDB employees providing services under this agreement.
 - f. 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.
 - g. 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.
7. **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.*
8. **INDEMNIFICATION.** District hereby agrees to indemnify and hold USDB and its agents or employees harmless for damages caused by District employees.
9. **TERMINATION.** This agreement may be terminated by either party upon 30 days written notice and will be considered terminated upon receipt of such notice or if and when the above-named student no longer is enrolled with the LEA/District.
10. **GOVERNING BOARD APPROVAL.** Any USDB agreement exceeding \$100,000 requires the approval of the Utah State Board of Education.
11. **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 and signed by the parties.

UTAH SCHOOLS for the DEAF and BLIND

JORDAN SCHOOL DISTRICT

 USDB Associate Superintendent
 Michelle Tanner

 Special Education Director
 Kim Lloyd

 USDB Associate Superintendent
 Susan Patten

 Business Administrator
 John Larsen

 USDB Finance Director
 Carl Empey