

ITINERANT TEACHER SERVICES AGREEMENT

between

Woodland School District
Attn: Debra Kernen
800 Second Street
Woodland, WA 98674
(hereinafter referred to as the District)

and

Washington State School for the Blind
(hereinafter referred to as the WSSB)

In consideration of the promises and conditions contained herein, the District and the WSSB do mutually agree as follows:

1.0 RESPONSIBILITIES OF THE WSSB

- 1.1 Provide an Itinerant Teacher of the Visually Impaired for on-site consultation and/or direct services for District visually impaired student during the 2018-2019 school year.
- 1.2 The Itinerant Teacher shall be housed out of the WSSB with access to WSSB materials, phones, and equipment. District visually impaired students will have reasonable access to said equipment and materials for educational purposes on a temporary basis when those materials cannot be accessed through the Ogden Resource Center (ORC).
- 1.3 It will be the responsibility of the WSSB to assign an Itinerant Teacher who will coordinate specific service dates and times with the District.
- 1.4 The Itinerant Teacher shall provide training and technical assistance to District school personnel in regard to educational programming for visually impaired student.
- 1.5 The Itinerant Teacher will provide assistance in developing student's IEP.
- 1.6 The Itinerant Teacher will maintain a record of the interventions and/or time spent with child and/or staff.
- 1.7 Clerical assistance will be provided by the WSSB.
- 1.8 The Itinerant Teacher will have direct access to all teachers at the WSSB to assist with consultation of LEA's student.
- 1.9 WSSB warrants that all staff members working directly with children have been fingerprinted, background checked and cleared with both Washington State Patrol (WSP) and the Federal Bureau of Investigation (FBI).
- 1.10 WSSB warrants that all staff members working directly within the District, or have association with the District, may have access to confidential and sensitive information regarding a child, family, or staff member. WSSB staff will comply with all Family Educational Rights and Privacy Act (FERPA). This federal law prohibits information from a student's educational record being released without prior written parent permission.

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2.0 RESPONSIBILITIES OF THE DISTRICT

- 2.1 District agrees to pay WSSB for contracted services not to exceed \$13,015.00 as detailed on the attached Addendum A and considered a part of this Agreement. Service to the district will begin in August 2018, and continue through the end of the 2018-2019 school year.
- 2.2 Payment will be made in three installments according to the contract amount billed per fiscal quarter due and payable according to the following chart:

<u>Service Dates</u>	<u>Bill and Due</u>
August, September, October, November,	December 2018
December, January, February, March	April 2019
April, May, June	July 2019

3.0 ASSIGNMENT

Neither this Agreement nor any interest therein may be assigned by either party without first obtaining the written consent of the other party.

4.0 TERMINATION FOR BREACH

If either party fails to comply with the terms and conditions of this Agreement, the other party, upon 30 days prior written notice to the breaching party, may terminate this Agreement.

5.0 LIABILITY

It is further understood that each party hereto accepts responsibility for claims, losses, defense, and expenses attributable to any act or permission on the part of itself, its employees, and agents arising from the performance under this contract.

6.0 INDEMNIFICATION

WSSB agrees to indemnify and hold harmless the District, its officers, agents and employees from any and all claims and losses resulting from the WSSB's performance of this contract, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of WSSB.

The District agrees to indemnify and hold harmless the WSSB, its officers, agents and employees from any and all claims and losses resulting from the District's performance of this contract, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of the District.

7.0 WHOLE AGREEMENT

The parties acknowledge that they have read and understand this Agreement, including any supplements, attachments and Addendums thereto, and do agree thereto in every particular. The parties further agree that this Agreement, together with all appendices, constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement. This agreement may be modified or amended with the mutual consent of the parties.

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8.0 APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Washington.

9.0 WAIVER AND SEVERABILITY

No provision of this Agreement or the right to receive reasonable performance of any act called for by its terms shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.

If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.

10.0 EFFECTIVE DATE AND DURATION

This Agreement shall commence August, 2018 and shall terminate June, 2019.

IN WITNESS WHEREOF, the WSSB and the District have executed this Agreement.

Woodland School District

Washington State School for the Blind

Superintendent or Designee

Superintendent or Designee

Date _____

Date _____

Washington State School for the Blind complies with all state and federal rules and regulations and does not discriminate in employment or in client services because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. A copy of WSSB's nondiscrimination policy is available upon request.

Addendum A

To

ITINERANT TEACHER SERVICES AGREEMENT

CONTRACT FOR VISION SERVICES

Between

Woodland School District

and

Washington State School for the Blind

Detail of Amounts to be Billed to District

Hours of Itinerant Teacher (Direct Service, Prep/Telephone Time, Travel Time (to and from school):

2 day(s) per Month at \$685 a day = \$13,015.00

TOTAL AMOUNT OF CONTRACT: \$13,015.00