



441 Page Street • P.O. Box 427 • Troy, North Carolina 27371-0427
(910) 576-6511 FAX (910) 576-2044

To: Board of Education

From: Barbara Slingerland, EC Director

Date: August 26, 2013

Re: Consent Agenda Item for your consideration

Attached please find a contract with Invision Services for services by a Teacher of the Visually Impaired. This contract will allow the provision of services to our students with visual impairments, on a part-time basis, throughout the 2013-2014 school year. The contract has been reviewed by the Board attorney.

I am available to answer any questions that you may have about this contract.

Program Services Contract

Teacher of the Visually Impaired Services for Montgomery County Schools

PROVIDER:

John Higgins, Director of Services
Invision Services, Inc.
960 Corporate Drive, Suite 406
Hillsborough, NC 27278

AGENCY:

Barbara Slingerland
Montgomery County Schools
441 Page Street
Troy, NC 27371

A. CONTRACT AGREEMENT

This agreement is hereby entered between Invision Services, Inc., hereafter referred to as the PROVIDER and **Montgomery County Schools**, hereafter referred to as the AGENCY. As used in this Contract, the term "Client" means a student of the AGENCY to whom the PROVIDER provides services.

B. PROVISIONS

- (1) This agreement shall be in effect July 1, 2013 to June 30, 2014.
- (2) Type of service provided: **Teacher of the Visually Impaired** services to include direct student instruction, staff and parent consultation, transit fees, documentation, IEP development, evaluation, material production, and canes ordered as needed at cost plus shipping.
- (3) Service costs:

Item		Rate	
a) Instruction/Consultation	@	\$85	per hour
b) Transit	@	\$47	per hour
c) Documentation	@	\$85	per hour
d) IEP Development	@	\$85	per hour
e) Evaluation	@	\$85	per hour
f) Material Production	@	\$85	per hour
g) Canes as needed			per cost + shipping

C. PROVIDER agrees to:

- (1) Provide the services stipulated in the type of service indicated under B (2).
- (2) Furnish documentation of services rendered in the form of Monthly Invoices submitted by email no later than the 7th day of the month after the month services are rendered.
- (3) Keep confidential any information about a Client, which is shared by AGENCY staff, Client, or parents, and to share such information only with persons authorized by law or by written release executed by Client's parent(s) or legal guardian(s), to receive such information.
- (4) Comply with all State Licensing Standards, all applicable accrediting standards, and any written standards or criteria established by the AGENCY to assure quality services.
- (5) Maintain appropriate program records and appropriate case files to document the provision of the agreed upon services to clients.
- (6) To comply with the equal opportunity employment standards and policies dedicated to a policy of non-discrimination in the provision of said services to clients regardless of race, creed, color, age, sex, religion, national origin, marital or veteran status, medical condition, or disability.
- (7) Under North Carolina law, all employers of personnel who have direct interaction with students as part of their job the PROVIDER agrees to conduct an annual check of such individual personnel on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry. As a term of this contract, said annual checks must be performed by the PROVIDER and reported to the Superintendent. The Board of Education prohibits any personnel listed on such Registries from having direct interaction with students.

D. The AGENCY agrees to:

- (1) Send to the PROVIDER the AGENCY accounts payable email address to which monthly PROVIDER invoices are sent and received by the AGENCY for reimbursement of services.

- (2) Pay the PROVIDER for services rendered within 30 days after receipt of the PROVIDER'S Monthly Invoice.
- (3) Inform the PROVIDER of scheduled holidays and any variations in the agreed upon schedule.
- (4) Give assistance, direction, and information to the PROVIDER as needed to assure compliance of the PROVIDER with any and all applicable federal state laws, standards, and regulations governing service providers.
- (5) Not engage or employ (or attempt to engage or employ) Provider's employees or independent contractors to provide services similar to those in Section B(2) of this agreement while this agreement is in effect and continuing for a period of one (1) year after the termination or expiration of this agreement. Agency acknowledges and agrees that any breach of the Section D(5) by Agency will cause irreparable damage to Provider incapable of measurement and for which money damages alone would be an insufficient remedy. Therefore, in the event of such breach or a threatened breach, Provider, in addition to any other remedies available at law or in equity, shall be entitled to enforce the provisions of this agreement by temporary, preliminary and permanent injunction, without the need to post bond or similar security, to (i) restrain any violation by Agency, and (ii) to compel specific performance of the terms and conditions of this agreement. Nothing contained in this agreement shall limit, abridge or modify the rights of Provider under any law or regulation.
- E. The PROVIDER and the AGENCY agree to be responsible for their own liabilities. Each party shall indemnify and hold harmless the other from any claims, damages, or expenses incurred as a result of the negligence or intentional act or omission of the party.
- F. Termination: Either party may terminate this agreement, with or without cause, with written notice 30 days prior to the termination date. Notices shall be sent to PROVIDER at the address at the top of this Agreement, and to AGENCY at the address listed for AGENCY on page one, by hand delivery, by nationally recognized overnight courier, or by certified mail. Either party may change its notice address by giving written notice of the same to the other party, along with the effective date of the change.
- G. In the event PROVIDER is unable to find a suitable teacher to fulfill the contract for the start of a school term, both PROVIDER and AGENCY may continue to look for a suitable teacher to fill that need; in that event, the parties will stay in close communication to facilitate cooperation in their efforts and to prevent duplication of work or of hiring.

In witness whereof, the parties acting through their duly authorized officials have executed this agreement on the dates listed below:

For **Montgomery County Schools**:

Title:

Date

Title:

Date

For Invision Services, Inc.:



Director of Services

7/25/13

Date

Tax ID#: 56-1787241

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