

**THE BOARD OF EDUCATION OF THE COUNTY OF ROANE  
CONTRACT FOR AN AUDIOLOGIST**

**THIS CONTRACT** made and entered into the 1st day of August 2019, by and between the BOARD OF EDUCATION OF THE COUNTY OF ROANE ("Board") and Simmerman Hearing (Greg Simmerman) of Charleston, West Virginia ("Contractor").

**WHEREAS**, the Board had determined a need for a certified AUDIOLOGIST to provide such services to it and its students; and

**WHEREAS**, the Contractor is qualified to perform said audiology services; and

**WHEREAS**, the Board desires to purchase said services from the Contractor and the Contractor agrees to furnish said service to the Board on the terms set forth herein.

**NOW, THEREFORE, WITNESSETH**, the parties hereto agree as follows:

1. The Contractor agrees to:
  - Provide audiological services to identified students in Roane County.
  - Complete and submit individual students' screening results and Sweep Screening Logs for each day services are provided.
  - Maintain all records in accordance with the State Department of Education regulations. (All such documentation becomes the property of the Board of Education.)
  
2. Contractor shall be compensated a fee of \$784.81 per day for each day direct services are rendered. Services will be provided one day per month, plus screening dates for Kindergarten and Preschool. Contractor shall certify on an itemized invoice of the services rendered by the 5th of the month. Contractor shall not be compensated for holidays, days upon school which is cancelled due to inclement weather, or other days or portion of days upon which students are not present.

3. Contactor shall not be considered an employee of the Board. Additionally, contractor shall:

a. Assume full responsibility for any damages caused by his/her negligence or that of his/her employees or agents.

b. Make all proper income tax and social security deductions and payments and file all returns and forms in connection therewith;

c. Comply with all laws, federal and state, that may regulate the performance of this contract and keep records showing such compliance, and furnish proof of such compliance to the Board as it may rightfully demand;

d. Contractor shall comply with all requirements of West Virginia State Board of Education Policy 4336 (126 CSR 92);

e. The Contractor agrees to provide a criminal record check to the Board at the Contractor's expense on its personnel before the Board grants unaccompanied contact with students or unaccompanied access to school grounds when children are present in accordance with West Virginia Code §18-5-15c(e);

f. Contract shall have at all times a valid West Virginia Business License and proof of Workers Compensation coverage.

g. Contractor shall observe the requirements and restrictions concerning the disclosure of student information as contained in the Family Educational Rights and Privacy Act

(20 U.S.C. § 1232g) and the Individuals with Disabilities Education Act regulations (34 C.F.R. 300.560 – 300.576) and shall not disclose any student information that may be acquired in

connection with the performance of this contract without first obtaining the written consent of the parents.

4. The Board may terminate this Contract upon thirty (30) days written notice based upon a lack of need occasioned by a reduction in the number of pupils requiring psychological services or other circumstances that require such service.

5. This contract may be terminated for cause based upon deficiencies in the Contractor's record or failure to observe the contractual obligations set forth herein.

6. The term of this contract shall begin on August 1, 2019 and shall end on June 30, 2020. The Board may elect to provide such notice to terminate this contract based upon its intention to rebid the contract or any other reasons within its sole discretion.

7. This contract may not be assigned without the prior written consent of the Roane County Board of Education.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have duly executed this Agreement as of the day and year first written above and acknowledged by the following signatures and seals:

**THE BOARD OF EDUCATION OF THE COUNTY OF ROANE,**

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By its President

**INDEPENDENT CONTRACTOR,**

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By Contractor/Owner