

THE BOARD OF EDUCATION OF THE COUNTY OF ROANE
Contract for Vision Evaluations and Service

THIS CONTRACT made and entered into the 23rd day of July 2020,
by and between the BOARD OF EDUCATION OF THE COUNTY OF ROANE
("Board") and Dot One-Three Vision, Danville, West Virginia ("Contractor").

WHEREAS, the Board had determined a need for Vision Evaluations and services
WHEREAS, the Contractor employs and may contract with qualified parties to
perform said vision therapy 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 direct vision services and evaluations to identified students in Roane County Schools as identified in each student's Individualized Education Plan or team recommendations.
- Complete and submit evaluation and progress reports as appropriate.
- Maintain all records in accordance with the State Department of Education regulations. (All such documentation becomes the property of the Board of Education.)

2. The Contractor shall be compensated \$350 per day, up to 90 units, portal to portal for direct services rendered. Contractor shall certify on an itemized invoice of the services rendered by the last day of the month in which services were provided. Contractor shall not be compensated for holidays, days upon which school is cancelled due to inclement weather, or other days or portion of days upon which students are not present.

3. Contractor shall be paid once a month following the completion and submission of all reports required by this contract.

4. Contractor shall not be considered an employee of the Board.

Additionally, contractor shall:

- a. Assume full responsibility for any damages caused by his or her negligence or that of his or 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. Contractor shall obtain and maintain the appropriate certification.
- f. 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);
- g. Contractor shall have at all times a valid West Virginia Business License and proof of Workers Compensation coverage.

h. Contractor shall observe the requirements and restrictions concerning the disclosure of student information as contained in the Family Educational Rights and Privacy Act 2(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.

6. 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 vision therapy services or evaluations or other circumstances that require such service.

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

8. The terms of this contract shall begin on July 14, 2020 and shall end on June 30, 2021. The Board may elect to provide such notice to terminate this contract based upon its intention to re-bid the contract or any other reasons within its sole discretion.

9. 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,

Jeff Mace, BOE President

Date

INDEPENDENT CONTRACTOR,

Amie C. Smith, Contractor/Owner

Date

Wendy A. Garrison, Contractor/Owner

Date