

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 5/26/2022

Contract/Agreement Vendor: CHRISTINA EVANS
 Name of Vendor & Contact Person
 cevans@baschools.org
 Vendor Email Address

Provides consultant and orientation/mobility services for visually impaired students.

Summary
SPECIAL ED STUDENTS
 Reason/Audience to benefit
 6/6/2022 \$50,000.00
 BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: DAYLENE THORNTON

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Daylene Thornton
Daylene Thornton (Jun 29, 2022 16:56 CDT)

Does this Contract/Agreement utilize technology? YES/NO
 If yes, Technology Admin: _____

Leadership Team Member: Karla Dyess

Funding Source: LOCAL SPED 11-152-2180-336-239-0000-000-799
Fund/Project OCAS Coding

- Consent Item: Accept and approve the NEW/RENEWAL agreement between Broken Arrow Public Schools and the vendor listed above. (ie. New fiscal year &/or Renewal services)
- Action Item: Discussion, motion and vote on motion to approve or disapprove the NEW agreement between Broken Arrow Public Schools and the vendor listed above. (ie. Purchase over \$50,000 &/or new service)

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



MEMORANDUM

To: Mr. Chuck Perry
From: Daylene Thornton
Date: 5/26/2022
Re: Renewal Mobilized Vision

SUBJECT

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Mobilized Vision, providing consultation and support services for visually impaired students for the 22-23 school year. Total cost to the District is based upon the number of students and is anticipated to be approximately \$50,000. The services will be paid from General Funds. D. Thornton

SUMMARY

Mrs. Christina Evans, sole provider and owner of Mobilized Vision, provided consultant and orientation/mobility services for visually impaired students. The agreement price is \$65.00 per hour and the total cost is anticipated not to exceed \$50,000.00.

FUNDING

11-152-2180-336-239-0000-000-799

ENCLOSURE/ATTACHMENTS

Mobilized Vision agreement

Agreement for Independent Contractor Services
To the
Broken Arrow Public Schools (District)
By
Mobilized Vision (EIN: 45-2653924)

This agreement, made this _____ day of _____, 2022, between Mobilized Vision, LLC, an independent contractor (in which Christina Evans, CTVI/COMS, is sole member and owner), hereinafter referred to as "Mobilized Vision", and Broken Arrow Public Schools, hereinafter referred to as "District", collectively referred to as "Parties." This contract shall automatically terminate June 30, 2023.

Mobilized Vision represents that it has complied with all Federal, State, and local laws regarding business permits, sales permits, licenses, reporting requirements, tax withholding requirements and other legal requirements of any kind that may be required to carry out said business and the scope of work which is to be performed as an independent Contractor pursuant to the Agreement. Mobilized Vision remains open to conducting similar tasks or activities for entities other than the District and holds itself out to the public to be a separate business entity and not exclusive to the District for the services described below.

Mobilized Vision desires to perform certain tasks as set below for the District and District desires to engage Mobilized Vision for services to the District. District desires to enter into this agreement and is willing to do so on the terms and conditions set forth below. Mobilized Vision performs as an Independent contractor for the services described below for District.

Further, the Parties agree as follows:

This agreement does not constitute a hiring by either party. It is the parties intention that Mobilized Vision shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the income tax withholding at the source of income, the Worker' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims. Mobilized Vision shall retain sole and absolute discretion in the manner and means of carrying out independent activities and responsibilities under this agreement, in coordination with Broken Arrow Public Schools. This agreement shall not be considered or construed to be a partnership or joint venture, and the District shall not be liable for any obligations incurred by Mobilized Vision unless specifically authorized in writing. Mobilized Vision shall not act as an agent of the District, ostensibly or otherwise, nor bind the District in any manner, unless specifically authorized to so in writing.

Mobilized Vision agrees to devote as much time, attention, and energy as necessary to promote Broken Arrow Public Schools educational and extracurricular activities in the following manner:

1. Mobilized Vision agrees to provide consultations and other services mutually agreed upon to specified students under terms described herein.
2. Broken Arrow Public Schools represents that it has funds available for total fulfillment of this contract up to the maximum potential debt incurred herein.
3. Mobilized Vision shall file any and all such notes of information regarding interaction with the student. These notes, which include intervention reports, are the property of the District. Mobilized Vision may maintain copies for professional use as needed.

4. The District shall provide materials and supplies for appropriate administration of services.
5. Mobilized Vision shall provide evidence of SDE certification, a copy of which shall be retained by Broken Arrow Public Schools.
6. Mobilized Vision will provide service on school calendar days and ESY (extended school year) scheduled days, as needed, excluding short-term personal illness or emergency.
7. Mobilized Vision will maintain a schedule of actual hours of direct services and consultation for each student served.
8. Mobilized Vision will provide therapy as well as participate in designated IEP related meetings when held on regularly scheduled contractual days. Mobilized Vision will provide appropriate documentation of the student's program when unable to attend related meetings or conferences.

The above is referred to in this agreement as the "Scope of Work."

Mobilized Vision shall perform any and all tasks and duties associated with the tasks set forth above, including but not limited to, work already being performed or related change orders. Mobilized Vision shall not be entitled to engage in any activities which are not expressly set forth in this agreement. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (Collectively, the "Work Product") developed in whole or in part by Mobilized Vision in connection with the Services shall be the exclusive property of the District. Upon request, Mobilized Vision shall sign all documents necessary to confirm or perfect the exclusive ownership of the District to the Work Product.

Mobilized Vision will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Mobilized Vision, or divulge, disclose, or communicate in any manner any information that is proprietary to the District. Mobilized Vision will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Mobilized Vision will return to the District all records, notes, documentation and other items that were used, created, or controlled by Mobilized Vision during the term of this Agreement.

The books and records related to the items set forth in this agreement shall be maintained by Mobilized Vision at Mobilized Vision's principal place of business and open to inspection by the District during regular working hours. Documents to which the District will be entitled to inspect include, but are not limited to, any and all contract documents; change orders/purchase orders and work authorized by Mobilized Vision or the District or existing or potential projects related to this agreement.

Mobilized Vision shall be responsible to the management and administration of the District, but Mobilized Vision will not be required to follow or establish a regular or daily work schedule. Mobilized Vision shall supply all necessary equipment, materials, and supplies that are not designated for use by a specific student. Mobilized Vision will not rely on the equipment or offices of the District for completion of tasks and duties set forth pursuant to this agreement. Any advice given to Mobilized Vision regarding the tasks and duties set forth in this agreement shall be considered a suggestion only, not an instruction. The District retains the right to inspect, stop, or alter the work of Mobilized Vision to assure its conformity with this agreement.

Mobilized Vision shall be compensated at an hourly rate of \$65.00, from time of school entry to exit from the district, plus one hour travel time, plus intradistrict mileage, for those tasks and duties related to the scope of the work identified above. This contract is for approximately 20 hours weekly, according to

billable hours. Each session shall be approved in advance by the District. Such compensation shall be due and payable 30 days after receiving an invoice from Mobilized Vision. Such invoice shall enumerate and identify the dates and locations of the sessions for payment and be approved for payment by the District's Director of Special Services.

Mobilized Vision hereby waives and foregoes the right to receive any benefits given by the District to its regular employees, including, but not limited to: Health Benefits, Vacation, and Sick Leave Benefits. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to Mobilized Vision by virtue of the services to the District, and is effective for the entire duration of Mobilized Vision's agreement with the District. This waiver is effective independently of Mobilized Vision's employment status as adjudged for taxation purposes or for any other purpose.

This agreement may be terminated prior to the completion or achievement of the scope of work by either party giving 60 days written notice. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this agreement.

Mobilized Vision is encouraged to treat all District employees, customers, clients, business partners and other affiliates with respect and responsibility. Mobilized Vision is required to comply with all laws, ethical codes, and District policies, procedures, rules or regulations, including those forbidding sexual harassment, discrimination, and unfair business practices as well as those identified to protect the confidentiality of students such as FERPA and IDEA.

Mobilized Vision agrees to immediately supply the District with proof of any licensing, status required to perform the scope of work pursuant to this agreement, Worker's compensation coverage where required by law and general liability insurance, if applicable, upon request of the District.

All persons hired by Mobilized Vision to assist in performing the tasks and duties necessary to complete the scope of work shall be the employees of Mobilized Vision unless specifically indicated otherwise in an agreement signed by all parties. Mobilized Vision shall immediately provide proof of worker's compensation insurance and general liability insurance covering said employees, upon request of the District.

Mobilized Vision acknowledges Mobilized Vision's obligation to obtain appropriate insurance coverage for the benefit of Mobilized Vision (and Mobilized Vision's employees, if any). Mobilized Vision waives any rights to recovery from the District for any injuries that Mobilized Vision (and/or Mobilized Vision's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Mobilized Vision or Mobilized Vision's employees.

If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before and after judgment in addition to any other relief to which such party may be entitled.

Any controversy between the parties to this agreement involving the construction or application of any of the terms, provisions, or conditions of this agreement, shall, on written request of either party served on the other, be submitted first to mediation and if still unresolved to binding arbitration. Said mediation or binding arbitration shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes unless the Parties stipulate otherwise. The attorney's fees and costs

of arbitration shall be borne by the losing party, as set forth in this paragraph, unless Parties stipulate otherwise, or in such proportions, as the arbitrator shall decide.

This agreement is an independent document and supersedes any and all other agreements, either oral or in writing, between the parties hereto, except for any separately signed confidentiality, trade secret, non-compete or non-disclosure agreements to the extent that these terms are not in conflict with those set forth herein.

Each party of this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

This agreement shall be governed by, and construed under the laws of the State of Oklahoma Jurisdiction and venue for all purposes shall be in the County of Tulsa, State of Oklahoma.



Christina Evans, COMS, CTVI Signature

05-26-22

Date

Christina Evans

Christina Evans, COMS, CTVI Printed Name

Mr. Chuck Perry, Superintendent of Schools

Date

President BOE, BAPS

Date