

Nova Classical Academy 2022 - 2023 TVI Contract

PROVIDER:

Invision Services, Inc.
PO Box 253
St. Joseph, MN 56374
Federal Tax ID#: 56-1787241

AGENCY:

Nova Classical Academy
1455 Victoria Way
St. Paul, MN 55102

A. CONTRACT AGREEMENT

This agreement is hereby entered between Invision Services, Inc., hereafter referred to as the PROVIDER and Nova Classical Academy, 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, 2022 to June 30, 2023.
2. Type of service provided: Teacher of the Visually Impaired
3. Service rates:
 - a. \$88.00 per hour for face-to-face instruction, lesson preparation, documentation, consultation, evaluation, Individualized Education Program development, tactile material production, and portal-to-portal travel to AGENCY service location(s) from regional staff office
 - b. \$95.00 per hour for all virtual instruction including lesson planning and preparation
 - c. \$58.50 per hour plus shipping for bulk Braille material production completed and delivered from regional staff office
 - d. \$125.00 per hour for requested special services
 - e. Cost plus shipping for mobility canes and related items as needed
4. Total contract cost maximum: \$ 1,300.00
5. The cost maximum shall not be exceeded without written approval from both the AGENCY and PROVIDER. If the contract maximum is exceeded without prior approval from both parties, the PROVIDER does so at its own risk and expense.

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. 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. Conduct annual background checks from a national database. No individuals shall be assigned to work at the AGENCY until a criminal background check has been completed and returned with satisfactory results. The PROVIDER and AGENCY prohibit any personnel listed on any Sex Offender Registry from having direct interaction with students.
8. Any information and data received by the PROVIDER during the term of this agreement shall be treated and maintained by the PROVIDER in accordance with all applicable federal, state and local laws, rules and regulations governing same, including, but not limited to, the provision of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The PROVIDER also agrees to comply with all of the provisions and requirements of AGENCY's data privacy policies. Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the PROVIDER in the performance of the PROVIDER's obligations under this agreement shall be the exclusive property of the AGENCY, and any such data and materials shall be remitted to the AGENCY by the PROVIDER upon completion or termination of the agreement.
9. Provide face-to-face instruction rather than virtual instruction at all times when PROVIDER has a suitable teacher available within 1.5 hours of the school district (except when virtual instruction is required by law for public health

reasons). If instruction is virtual, PROVIDER will notify the school when a suitable teacher is hired and becomes available, and convert to face-to-face instruction at the applicable rate specified above. If instruction is face-to-face but the teacher becomes unavailable during the contract term (e.g., disability, moves away, or employment ends), PROVIDER will notify the school and convert to virtual instruction at the applicable rate specified above. Conversions shall occur automatically upon notice from PROVIDER.

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 Due Upon Receipt of the PROVIDER's Monthly Invoice.
3. Inform the PROVIDER of scheduled holidays and any variations in the agreed upon schedule.
 - a. PROVIDER will bill for and receive payment for all scheduled lessons unless PROVIDER receives notice from parents or school personnel of a lesson cancellation at least 24 hours in advance of the lesson start time.
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.
6. During virtual instruction, the AGENCY is required to:
 - a. Provide an onsite staff person (paraeducator, e-helper) to be available to assist with student during virtual instruction, which will occur in student's assigned placement as designated in the IEP.
 - b. Provide all technology (computer, microphone, camera, etc.) required for sessions. PROVIDER will notify school in advance of these requirements.
 - c. Provide a working space for virtual instruction with minimal outside interruptions.

E. The PROVIDER and the AGENCY agree to be responsible for their own liabilities. To the extent permitted by applicable law, 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. The PROVIDER shall maintain insurance coverage consistent with Minnesota Statutes, Chapter 466 and shall name the AGENCY as an additional insured on such policy.

G. 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. In the event of termination pursuant to this section, AGENCY shall pay PROVIDER for those services rendered through the date of termination.

H. 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 Nova Classical Academy:

For Invision Services, Inc.:



June 03, 2022

Signature

Date

John Higgins, Founding Director

Date

Signature

Date

Signature

Date

Signature

Date