

AGREEMENT

This Agreement entered into on the 16th day of October 2020 by and between the Averill Park Central School District, a municipal corporation existing by and under the laws of Averill Park, New York 12018 (herein after referred to as the "District") and Joanne A. Kennedy, residing at 49 Pleasant Court, Cohoes, New York 12047.

WITNESSETH

Whereas, the Averill Park Central School District seeks the services of an Orientation and Mobility Specialist;

Whereas, the Averill Park Central School District seeks the services of an Orientation and Mobility Specialist for students enrolled in the Averill Park Central School District;

Whereas, Joanne A. Kennedy is certified by the Academy for Certification of Vision Rehabilitation and Education Professionals as an Orientation and Mobility Specialist;

Whereas Joanne A. Kennedy agrees to provide Orientation and Mobility services for the Averill Park Central School District.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Joanne A. Kennedy represents that she is certified by ACVREP to provide Orientation & Mobility services to students and shall maintain such certification for the duration of this agreement.
2. Joanne A. Kennedy agrees to provide diagnostic, evaluative and therapeutic services to students as requested
3. Joanne A. Kennedy shall provide those services consistent with the goals and objectives set forth in students Individualized Education Program (IEP) and in accordance with Federal and State laws regarding students with disabilities.
4. Joanne A. Kennedy agrees to provide the Orientation & Mobility services to students at the Averill Park Central School District and within the community.
5. The Orientation & Mobility services shall be provided by Joanne A. Kennedy beginning after October 15, 2020 and continuing through June 30, 2021.
6. All diagnostic and treatment records shall become a part of the file located at the district and are the exclusive property of the district. Joanne A. Kennedy will have access to those portions of the students file for the purpose of Orientation & Mobility services, as deemed necessary by the Chairperson of the Committee on Special Education.

7. The District agrees to pay and Joanne A. Kennedy shall accept payment for her services at the rate of \$100.00 per hour, for each hour of service provided to students.
8. Payment shall be made to Joanne A. Kennedy upon submission of a claim form as follows: an invoice for services shall be submitted by Joanne A. Kennedy to the District monthly. Payment to Joanne A. Kennedy shall be made within 30 days of submission of each invoice.
9. Joanne A. Kennedy agrees to provide services to the District as an independent contractor for the benefit of visually impaired students. It is agreed that Joanne A. Kennedy is not an employee of the District.
10. The District shall issue Joanne A. Kennedy a 1099 form and Joanne A. Kennedy shall be responsible for all self-employment taxes, including but not limited to New York State and Federal withholding taxes, Social Security and Medicare.
11. Joanne A. Kennedy shall not receive any benefits otherwise due to District employees.
12. Joanne A. Kennedy shall indemnify, hold harmless, release and defend the Averill Park Central School District against any and all claims arising from or out of the Orientation & Mobility service provided by Joanne A. Kennedy to students and from and against all costs, attorney's fees, expenses and liabilities incurred relating to claims or any actions or proceedings relative thereto and in the event any action or proceedings threatened or commenced against Averill Park Central School District by reason of any such claim, Joanne A. Kennedy, upon written notice from the Averill Park Central School District, shall defend the same at Joanne A. Kennedy's expense by counsel, chosen by the Averill Park Central School District, who is reasonably acceptable to Joanne A. Kennedy regardless of whether an action or proceeding is ever actually commenced.
13. This agreement shall be governed by and construed in accordance with laws of the State of New York and the parties designate and consent to the venue and forum of the courts of the County of Rensselaer, State of New York.
14. In the event that one or more of the provisions hereof shall be held to be illegal, invalid or unenforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.
15. Each party hereto acknowledges that they have read this agreement, understands it, and agrees to be bound by its terms, and further acknowledges and agrees that it is the complete and exclusive statement of the agreement and understanding of the parties regarding the subject matter hereof, which supersedes and merges all prior proposals, agreements and understandings, oral and written, relating to the subject matter hereof. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.
16. The term of this Agreement shall be from October 15, 2020 until June 30, 2021. Either party may terminate this agreement by giving the other party thirty (30) days prior written notice of termination.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day, month and year first written above.

Averill Park Central School District

By: Janne A. Kennedy Dated: 10/16/2020

By: [Signature] Dated: 10/17/20