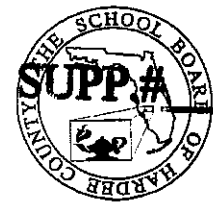


Hardee County Public Schools
School Board Agenda Analysis



9.04

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Director, Exceptional Student Education

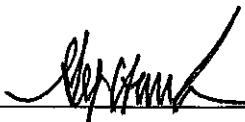
Date: July 9, 2015

Subject: Agreement with TinyEYE Therapy Services and the School Board of Hardee County.

Background Information: The purpose of this Agreement is to provide Occupational Therapy and Evaluations for students in the Hardee District Schools for the 2015-2016 school year.

Administrative Consideration (include F.S., Rule, Authority, etc.): **Individuals with Disabilities Education Act (IDEA).**

Fiscal Impact: The IDEA, Part B Project provides the funds for this Agreement.

Director of Finance signature: _____

Proposed Recommendation to School Board:

The recommendation is to approve this Agreement between TinyEYE Therapy Services and the School Board of Hardee County.

Action Agenda Consent Agenda *and*

BOARD ACTION

7/9/15
Approved

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") dated this 1st day of July, 2015

BETWEEN

Hardee County Schools, 1009 North 6th Avenue, Wauchula, FL, 33873-1678
(the "Customer")

OF THE FIRST PART

- AND -

TinyEYE Technologies Corporation of 103-116 Research Drive, Saskatoon, SK, S7N 3R3
(the "Service Provider")

OF THE SECOND PART

BACKGROUND:

1. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
2. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of speech language pathology, occupation therapy or other therapy services. These services may include:
 - Direct therapy sessions and assessments.
 - All communications with educators, administrators, and caregivers regarding the therapy services (phone, email, mail, in person).
 - Planning, documenting and creating reports.

The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

2. The Service Provider will also provide a license to the TinyEYE Therapy Software to all students and support staffs that are encompassed by this Agreement.

School and Participant Requirements

3. Each of the Customer's participating schools will be required to have one computer work station, in a quiet well lit location. The computer must meet the following minimum requirements:

Hardware:

- Computer
- Web camera with 15 FPS (frames per second) capture rate
- Headset with Attached Microphone
- High speed internet connection (250 kbps min.)

Windows XP:

- 2 GB of RAM
- P4 with 2.4 GHZ processor or equivalent

Windows Vista, Windows 7, Windows 8:

- 3 GB of RAM
- Dual Core with 2.4 GHZ processor or equivalent

Mac OS X:

- 2 GB of RAM
- Dual Core with 2.4 GHZ processor or equivalent

Each participating school must also meet the following requirements:

- There must be a contact person with the students:
 - This contact person will also receive some guidance for supporting the student's communication development.
 - This person could also be available to help the students log in to their virtual backpack outside of the therapy sessions.
- The criterion for becoming a TinyEYE therapy student:
 - The Customer will help the Service Provider ensure that all participants have consented to therapy services. All referrals might not qualify for therapy. Children will be seen when the therapist has: A referral request, background information, and a signed consent from a caregiver. TinyEYE will provide templates for these forms.
 - Each school will inform the therapist if a student will be unavailable at a scheduled time for therapy.

Term of Agreement

4. The term of this Agreement will begin on the date of this Agreement and will continue until June 30, 2016.
5. In the event that either party wishes to terminate this Agreement, that party will be required to provide a notice period of one month.
6. Except as otherwise provided in this Agreement, the obligations of the Service Provider will terminate upon the earlier of the Service Provider ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Service Provider.

Performance

7. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

8. For the services rendered by the Service Provider as required by this Agreement, the Customer will pay to the Service Provider compensation of \$75/hour for all services. The required amount of service required may be changed upon the mutual agreement of both parties. This compensation will be payable on a monthly basis, while this Agreement is in force.

The Customer will inform the Service Provider if school is cancelled due to field trips, assemblies, funerals, or any other planned interruption to the regular school schedule. The school must provide at least 24 hours of notice to the Service provider of such interruptions. Without 24 hour notice the Service Provider will bill for the scheduled therapy time.

9. This compensation will be payable on a monthly basis, while this Agreement is in force. Terms of payment are 15 days upon receipt of invoice, with interest charged at 15% APR after 30 days.
10. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

11. The Service Provider understands that the Service Provider's compensation as provided in this Agreement will constitute the full and exclusive monetary consideration and compensation for all services performed by the Service Provider and for the performance of all the Service Provider's promises and obligations under this Agreement.

Performance Penalties

12. If the Service Provider does not perform the Services within the time frame provided by this Agreement, a performance penalty will be charged as follows: The service provider will not be reimbursed for time not worked.

Confidentiality

13. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive 3 years upon termination of this Agreement.

Non-Solicitation

14. The Customer agrees that during the term of this Agreement and for a period of 1 year after the termination of the Agreement, the Customer will not in any way directly or indirectly:
 - Induce or attempt to induce any employee or other service provider of the Service Provider to quit employment or retainer with the Service Provider;
 - Otherwise interfere with or disrupt the Service Provider's relationship with its employees or other service providers;

- Discuss employment opportunities or provide information about competitive employment to any of the Service Provider's employees or other service providers; or
- Solicit, entice, or hire away any employee or other service provider of the Service Provider.

Ownership of Materials

15. All materials developed, produced, or in the process of being so under this Agreement, will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.
16. The Service Provider may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

Return of Property

17. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Assignment

18. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

19. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

20. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:
 - Hardee County Schools
1009 North 6th Avenue, Wauchula, Florida, 33873-1678
Email: thall@hardee.k12.fl.us
 - TinyEYE Technologies Corporation
103-116 Research Drive, Saskatoon, Saskatchewan, S7N 3R3, Canada
Email: diane@tinyeye.com

or to such other address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

22. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

23. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

24. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

25. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Indemnification

26. The Service Provider will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

Enurement

27. This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Currency

28. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Titles/Headings

29. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

Gender

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

31. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Saskatchewan, without regard to the jurisdiction in which any action or special proceeding may be instituted.



Severability

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

33. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Force Majeure

34. No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no other Party will have a right to terminate this Agreement under in such circumstances.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.


IN WITNESS WHEREOF the parties have duly executed this Service Agreement this ____ day of _____.

SIGNED, SEALED AND DELIVERED
in the presence of

Hardee County Schools

Per: _____

TinyEYE Technologies Corporation

Per:  _____