

# Integrative Vision Solutions LLC

## Professional Services Agreement

This Professional Services Agreement (“Agreement”) is made and entered into as of the 1st day of October, 2024 by Smithville R-II School District (“Hiring Entity”), with its principal office located at, 655 S Commercial Avenue, Smithville Missouri 64089 and Integrative Vision Solutions LLC, a Missouri limited liability company, with its principal office located at 117 W 20<sup>th</sup> Apartment 908, Kansas City, MO (the “Company”).

### Recitals

- A. Hiring Entity is currently operating as a school district.
- B. Company has substantial experience and is currently engaged in the business of providing assessment, instruction, training and consultation in the practice areas of Orientation and Mobility (“O & M”).
- C. Hiring Entity has determined it is in the best interest of the Hiring Entity to obtain assessment, instruction, training and/or consultation services in the practice areas of O & M.
- D. The parties have agreed on the terms and conditions pursuant to which Hiring Entity will procure the aforementioned services from Company.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

**1. Appointment of Company.** Hiring Entity hereby hires and appoints Company (and Company hereby accepts such appointment), to provide Hiring Entity with the following services (“Services”): orientation and mobility instruction (including, without limitation, assessment, instruction (which includes, but is not limited to: Braille reading and writing, including use of Braille writer and the slate and stylus; signature handwriting, listening skills and compensatory auditory skills; typing and keyboarding skills, unique technology for individuals with visual impairments; alternative to nonverbal communication, residual vision; abacus; talking calculator; tactile graphics including maps, charts, tables, etc.; adapting classroom and science equipment; methods of accessing printed public information, accessing public transportation, accessing community resources; methods for acquiring practical skills including keeping personal records, and time management; personal banking and emergency procedures; familiarity with low vision devices, concept/motor/sensory development; safe travel techniques; compass directions; route planning; indoor and outdoor layout of environment; crossing intersections; public transportation; low vision devices and GPS devices for travel), training (with staff and/or students) or consultation services (with staff), consultation, lesson planning, and participation in meetings (for example, IEP meetings).

**2. Hours of Instruction.** The specific number of hours for which Company shall provide the Services for regular and extended school year shall be identified on a “Schedule of Instructional Hours” which shall be completed, signed by both parties and attached hereto and incorporated herein as Exhibit A. By executing this Agreement, Hiring Party acknowledges that Company performs services for other entities and as such

requires flexibility to perform the Services for Hiring Entity. Hiring Entity and Company agree that Company shall complete the number of hours provided in Exhibit A, but shall be permitted to do so at times which are mutually agreeable to Hiring Party and Company. Notwithstanding the foregoing, Company and Hiring Entity agree to cooperate and coordinate in good faith to adjust the number of hours if requested by Company due to (a) the number of students of Hiring Entity requiring Services, (b) Company's caseload/availability and/or (c) any circumstances that arise that out beyond Company's control.

**3. Standard of Care.** Company shall perform the Services with care, skill, and diligence in accordance with the applicable professional standards currently recognized by its profession. Hiring Entity understands and agrees that Company may hire one or more employee(s), contractor(s) or subcontractor(s) to perform the Services, provided that Company complies with any hiring requirements which are provided to Company in writing upon the execution of this Agreement. Company shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Company fails to meet applicable professional standards, Hiring Entity shall provide Company with notice and Company shall thereafter correct or revise any errors or deficiencies in the Services at no additional cost to Hiring Entity.

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**4. Term; Termination or Suspension.**

(a) Except as provided below, this Agreement shall commence on October 1st, 2024, and shall continue thereafter through May 31st, 2025 (the "Date of Termination"). Notwithstanding the foregoing, Hiring Entity and Company shall each have the right to renew this Agreement for successive terms provided that (i) the party desiring to renew the Services for an additional term shall provide ninety (90) days prior written notice to the other party of such desire to renew and (ii) the parties shall agree, in writing, as to the compensation to be paid to Company for the renewal term at least thirty (30) days before the commencement of the renewal term.

(b) Company may terminate this Agreement as follows:

(i) In the event a student for whom Services are to have been provided withdraws from Hiring Entity (or is otherwise suspended, terminated, and/or no longer requires Services), then this Agreement shall be automatically terminated solely as it pertains to such student.

(ii) Immediately in the event Hiring Entity fails to make a payment due to Company within thirty-one (31) days after being invoiced for the same.

(iii) Immediately in the event Hiring Entity takes any action or inaction that jeopardizes the license, well-being, or business of Company (or any of Company's employees or contractors).

(iv) In the event none of the above events apply, upon giving thirty (30) days prior written notice thereof to Hiring Entity.

(c) Hiring Entity may terminate this Agreement in the event Company fails to perform the Services as provided herein, upon giving thirty (30) days prior written notice of termination to Company, provided

however, Hiring Entity shall first be required to offer Company a notice of Company's default and an opportunity to cure the default which cure period shall not be less than thirty (30) days.

(d) Upon termination or cancellation of this Agreement as provided herein, Company shall have no liability to Hiring Entity, and Company shall return to Hiring Entity all documents, records, notebooks and other proprietary and/or other confidential student, personnel, or other information of Hiring Entity, including copies thereof, in Company's possession.

**5. Compensation for Services.** Hiring Entity hereby agrees to compensate Company for the Services as follows:

(a) An hourly rate of \$250.00 for the Services beginning at the time Company has initially arrived at the first location where Services are being provided and ending at the time Company departs such location. Notwithstanding the foregoing, in the event that Company provides services to more than one student, the hourly rate shall apply to the number of students receiving services. By way of example, if Company provides Services to 2 students during the hour, Hiring Entity agrees to compensate Company  $\$200 \times 2 = \$400$  for the Services.

(b) An hourly rate of \$250 for travel to and from the Hiring Entity's location.

**6. Representations and Warranties.**

(a) Company represents and warrants to Hiring Entity as follows:

(i) Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri, and has the requisite power and authority to transact its business as presently conducted and as proposed to be conducted.

(ii) Company is duly qualified to do business and is in good standing in each place and jurisdiction where the nature of the business conducted by it requires qualification.

(iii) Company has all the requisite legal and entity-level power to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement.

(iv) This Agreement has been duly executed and delivered by Company and, assuming due execution and delivery by Hiring Entity, is a valid and legally binding obligation of Company, enforceable in accordance with its terms.

(v) Neither the execution or delivery of this Agreement by Company, nor the consummation or compliance by Company of the transactions contemplated hereby will (A) conflict with or result in any breach of any provision of the Articles of Organization or Operating Agreement of Company; (B) result in a default under any of the terms, conditions or provisions of any agreement to which Company is a party, (C) result in the creation of any pledge, lien, encumbrance or charge upon any of the properties or assets of Company; or (D) violate any order, writ, judgment, injunction, decree, statute, ordinance, rule or regulation applicable to Company or any of its assets.

(v) There is no pending or currently threatened claim or action, suit, arbitration, proceeding or investigation before any court, arbitrator or government commission or agency against Company which would affect the validity or enforceability of this Agreement.

(b) Hiring Entity represents and warrants to Company as follows:

(i) Hiring Entity is a school district (type of entity) duly organized, validly existing and in good standing under the laws of the State of Missouri, and has the requisite power and authority to transact its business as presently conducted and as proposed to be conducted.

(ii) Hiring Entity is duly qualified to do business and is in good standing in each place and jurisdiction where the nature of the business conducted by it requires qualification.

(iii) Hiring Entity has all the requisite legal and entity-level power to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement.

(iv) This Agreement has been duly executed and delivered by Hiring Entity and, is a valid and legally binding obligation of Hiring Entity, enforceable in accordance with its terms; provided that this Agreement has been approved by a majority of the whole Board of Education and has been signed by the Board President and Secretary.

(v) Neither the execution or delivery of this Agreement by Hiring Entity, nor the consummation or compliance by Hiring of the transactions contemplated hereby will (A) conflict with or result in any breach of any provision of the organizational or operational documents of Hiring Entity; (B) result in a default under any of the terms, conditions or provisions of any agreement to which Company is a party, (C) result in the creation of any pledge, lien, encumbrance or charge upon any of the properties or assets of Hiring Entity; or (D) violate any order, writ, judgment, injunction, decree, statute, ordinance, rule or regulation applicable to Hiring Entity or any of its assets.

(vi) There is no pending or currently threatened claim or action, suit, arbitration, proceeding or investigation before any court, arbitrator or government commission or agency against Hiring Entity which would affect the validity or enforceability of this Agreement.

**7. Confidentiality.** Each party agrees that it will keep confidential and will not disclose or divulge any confidential, proprietary or secret information which it may obtain from the other party to this Agreement, regardless of whether the same is marked as “confidential”, “proprietary” or “secret”, provided that the foregoing restriction shall not apply to the extent a party can prove that such information (a) was already known to them, (b) is or becomes publicly known through no fault of such party, or (c) is required to be disclosed by law. Without limiting the foregoing, the parties understand and acknowledge that this Agreement is a public document and is subject to disclosure upon request and is subject to disclosure in accordance with the Missouri Open Meetings Act.

**8. Indemnification.** Each party hereto shall indemnify and hold harmless the other party and such party’s their shareholders, directors, officers, members, managers, employees, contractors, representatives, agents, affiliates and successors and assigns from and against any and all liabilities,

losses, costs, expenses, and damages (including, without limitation, reasonable attorney's fees and expenses) directly arising from (a) the indemnifying party's acts or omissions, whether lawful or unlawful; (b) indemnifying party's breach of this Agreement; and (c) indemnifying party's gross negligence, fraud, or wrongful misconduct.

**9. Notices.** Any notices to be given under this Agreement shall be in writing, sent by registered or certified mail, postage prepaid, return receipt requested, or by telegram or facsimile followed by a confirmation letter, addressed to such party as follows:

(a) Notices to Hiring Entity: **Smithville R-II School District**  
**655 S Commercial Avenue**  
**Smithville, Missouri 64089**

(b) Notices to Company: **INTEGRATIVE VISION SOLUTIONS LLC**  
**117 W 20<sup>th</sup> street**  
**Apartment 908**  
**Kansas City, MO 64108**

Notices sent in accordance with this Section shall be deemed effective on the date of receipt, as documented above. Any changes in the information set forth in this Section shall be upon notice to the other party delivered in the manner set forth above.

**10. Assignment; Binding Effect.** Neither this Agreement, nor any rights, benefits or obligations under it, may be assigned by any party to this Agreement without the prior express written consent of the other party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon all of the parties to this Agreement and their respective executors, administrators, successors, and permitted assigns.

**11. Severability.** In the event any of the provisions of this Agreement are found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

**12. Construction.** The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement.

**13. Governing Law, Venue, Jury.** THIS AGREEMENT WILL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF MISSOURI WITHOUT REGARD TO CONFLICT OF LAWS RULES. ANY LAWSUITS ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE BROUGHT AND PROSECUTED ONLY IN STATE OR FEDERAL COURTS HAVING GEOGRAPHIC JURISDICTION OVER CLAY COUNTY, MISSOURI, AND EACH PARTY CONSENTS TO THE SOLE AND EXCLUSIVE JURISDICTION OF SUCH COURTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO A JURY TRIAL IN ANY LITIGATION ARISING UNDER OR RELATED TO THIS AGREEMENT.

**14. Counterparts.** This Agreement may be executed in multiple counterparts, which shall together constitute one and the same agreement.

**15. Attorney Fees.** In the event that any party to this Agreement shall commence any suit or action to interpret or enforce this Agreement, each party shall bear responsibility for its own costs and attorney fees.

**16. No Third-Party Benefit.** Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

**17. Representative.** Hiring Entity's representative with respect to implementation of the Services and this Agreement will be Andrea Ambroson, Smithville R-II School District Director of Special Services, or such other representative that the Hiring Entity may appoint by written notice to Company. Company shall be entitled to communicate with such representative regarding all matters pertaining to this Agreement. However, in accordance with Missouri law the authority to enter into and/or terminate this Agreement, and the performance of the services or any phase thereof in accordance with the provisions of this Agreement is entrusted solely to the Board of Education for Hiring Entity.

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**18. Entire Agreement.** This Agreement (and any attachments, schedules, or exhibits hereto) constitutes the entire understanding between the parties, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between the parties, except as set forth in this Agreement. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by all parties to this Agreement. The parties understand and acknowledge that no supplement, modification, waiver, or termination of this Agreement shall be effective or binding unless or until it has been approved by a majority of the whole Board and signed by the Board President and Secretary.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**INTEGRATIVE VISION SOLUTIONS, LLC**

**Smithville R-II School District**

By: \_\_\_\_\_  
Sean Verbanic

By: \_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Secretary, Board of Education

EXHIBIT A  
Instructional Hours

The contracted company, Integrative Vision Solutions, is only available to provide evaluation services, consultation services and will not be able to meet any direct service needs that the district might require.

In the event that the Integrative Vision Solutions determines during an evaluation process that a student should receive direct services in the area of Orientation and Mobility the contracted company will not be legally responsible for providing the direct instruction. It will remain the responsibility of the school district to find a service provider who can meet those needs.