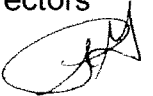


# Stanwood Camano School District

TO: Board of Directors  
FROM: Pam Gentz   
SUBJECT: Contract for Educational Service Provider  
DATE: October 6, 2015  
TYPE: Action Needed

The purpose of this contract is to provide appropriate educational services not available within the Stanwood-Camano School District.

1. Pacific Learning Center, NW

Recommendation: To approve the contract and authorize payments between Stanwood-Camano School District and the above stated service provider for special education services for the 2015-16 school year.

## **Contract for Professional or Consultant Services Between**

**Stanwood-Camano School District #401  
(Hereinafter referred to as the "District")**

**And**

**Pacific Learning Center NW  
(Hereinafter referred to as the "Vendor")**

Agreement made to be effective from September 9, 2015 to June 30, 2016.

In consideration of the terms and conditions contained herein, the District and Vendor do mutually agree to enter a contractual relationship as describer here:

### I. Duties of the Vendor

- A. The general purpose and objective of this Agreement is to establish the contractual terms and conditions allowing the District to employ the services of the Vendor as required during the effective dates of the contract as follows: To provide regular, special education and related services as stated in the student's Individual Education Plan (IEP). The program duration shall be the remainder of the 2015-16 school year. The Vendor will write IEP's in an OSPI approved format meeting all State and Federally prescribed deadlines. The District has the option of transferring IEP information to its particular forms. The program day will meet the minimum contact time as required under Chapter 28A.58 754 RCW.
- B. In order to accomplish the conditions of this Agreement, the Vendor shall provide all necessary professional services, with due diligence, to perform the following specific duties: Write (or co-write) all IEPs for every student referred by the District; to implement, monitor, and provide progress towards goals monthly (or on a schedule specified by the district); provide instruction in each area of eligibility (except for speech-language and occupational/physical therapy services); provide communication to parents and the district as needed; attend meetings required for each student.
- C. The Vendor shall prohibit any employee of the Vendor from working at on the District's property if the employee has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42.RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of child under chapter 9.68A RCW, sexual offences under chapter 9A.44 RCW where minor is the victim, promoting prostitution of a minor under chapter 9A.88RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction per 28A.400.300 RCW. The District reserves the right to terminate this agreement without notice as required by the provision of 28A.400.330 RCW.

### II. Responsibilities of the District

- A. Designate Pam Gentz, Special Services Director Phone: 360-629-1236 as the District point of contact.
- B. Provide payment to Pacific Learning Center NW as described herein or incorporated by reference. The Vendor shall be compensated at the rate of \$4390.00 (per calendar month), upon monthly receipt of invoice to the District. Compensation for student(s) attending ten (10) days or less per month will be prorated. As expressly provided herein, all expenses necessary to the Vendor's satisfactory performance of this agreement shall be borne in full by the Vendor. The total cost of this agreement is the sum of the amounts designated for each individual student referenced in the attachment(s) to this agreement.

The District will provide the Vendor with a Memo of Understanding (Addendum A-1), incorporated herein, as an Attachment to this agreement for each student placed and contracted, which will specify the amount(s), type(s), and total costs of Special Education and related services for which the District will provide payment. The Memo of Understanding will be revised to reflect the changes specified in the revised and or updated IEP.

### III. Work Product Restriction Against Dissemination

All correspondence, papers, documents, reports, files, films, work product and all copies thereof, which are received or developed by Vendor and Vendor's employee(s) in the course of performing, or as an incident thereto, Vendor's duties pursuant to this Agreement shall, immediately upon receipt, preparation or development, become the exclusive property of the District in perpetuity for any and all purposes. All items described above shall be provided to and left with the District upon termination of this Agreement by district or upon Vendor's performance, whichever shall occur first. As a limited exception, however, the Vendor may keep and reuse standard forms and standard details that they have already created for use on future projects. The Vendor may also keep a copy of the information that Vendor prepares for its own future reference. All such documents (collectively referred to as "instruments of service") may be utilized by the District for any purpose whatever without additional fee or other payment to the Vendor, provided that use by the District for any purpose other than that intended by such instruments of service shall be at the sole risk of the District.

Vendor and Vendor's employee(s) and agent(s) shall not, without prior written approval of District or District's successor, wither during the term of this Agreement or ay any time thereafter, directly or indirectly, disclose or give to any person, firm, partnership, corporation, agency or political subdivision of any state of the Federal Government, or any educational agency, institution or organization, any portion of the above described items and properties or any information acquired in the course of or as an incident to the performance of Vendor's duties thereunder, for any purpose or reason.

### IV. Independent Contractors Status of Vendor

It is specifically understood that Vendor, its employee(s) and agent(s) are contracting with District as an independent contractor. District shall not be responsible for withholding or paying of any taxes on behalf of Vendor or Vendor's employee(s) or agent(s).

### V. Washington State Criminal Identification System Requirement

Vendors, who have regularly scheduled unsupervised access to children, and/or who hire employees who will have regularly scheduled unsupervised access to children shall perform a record check through the Washington State Patrol criminal identifications system under 43.43.830-43.43.834, 10.97.030 and 10.97.050 RCD, and through the Federal Bureau of Investigation before hiring the employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. Vendor shall provide a copy of all said record checks to the District. If Vendor or applicant has had a record check within the previous two (2) years, District may waive the requirement. District shall determine whether the applicant or Vendor shall pay costs associated with the record check.

### VI. Indemnification & Insurance

#### **Indemnification**

Vendor agrees to defend, indemnify and hold the District, and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising our of or in connection with the performance of services in connection with this Agreement; provided, however, this indemnity shall not apply to the extent of the District's own comparative negligence or intentional misconduct.

#### **Insurance**

The Vendor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by

the Vendor, its agents, representatives, employees or subcontractors. The Vendor shall provide a *Certificate of Insurance* evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and,
2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage. Coverage shall include by not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and,
3. Professional Liability if applicable, with limits of \$1,000,000.

The District shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Vendor and **a copy of the endorsement naming the District as additional insured shall be attached to the Certificate of Insurance**. The District reserves the right to receive a certified copy of all required insurance policies.

The District shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

#### VII. Termination

This Agreement may be terminated by either party, at any time, with or without cause, upon written notification of not less than five (5) days thereof to the other party or earlier, if by mutual consent. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by Vendor or District as of midnight of the second day following the date of the posting in the United States mail, addressed as first noted herein, or to such other addresses as is advised in writing, in the absence of proof of actual receipt by Vendor or District by mail or other means at an earlier date or time.

In the event of termination, District or Vendor shall be entitled to an equitable proration for the total compensation provided for uncompensated services which have been performed as of termination, and to the reimbursement of expenses incurred as of termination but solely to the extent such expenses are reimbursable pursuant to the provision of this Agreement.

#### VIII. Verbal Agreement

This written Agreement constitutes the entire mutual agreement of Vendor and District. No alternation or variation of the terms of this Agreement and no oral understanding or agreement, unless made in writing between parties hereto, shall be binding.

#### IX. Applicable

This Agreement shall be governed by the laws of the State of Washington

#### X. Equal Employment Opportunity Compliance Statement

The Vendor agrees not to discriminate against any client, employee, or applicant for employment or for services because of age, creed, religion, race, color, national origin, sex, marital status, sexual orientation including gender expression or identity, honorably discarded veteran or military status, or the presence of any sensory, mental or physical disability with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, selection for training, rendition of services.

In the event of noncompliance by the Vendor with any of the nondiscrimination provisions of the contract, the District shall have the right, at its option, to cancel the contract in whole or in part. If the Agreement is cancelled after part

performance, the District shall be obligated to pay the fair market value or the contract price, whichever is lower, for goods or services which have been received and accepted.

The Vendor assures the District that its agency/labor union will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of race, color, national origin, or disability. This is in accordance with Title VI of the 1962 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX/Chapter 28A.640 RCW of the Education Amendments of 1972, as amended; and RCW 49.60, Law against Discrimination.

#### XI. Counterparts

This Agreement may be executed in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single, binding instrument. In addition, properly executed authorized signatures may be transmitted via facsimile and upon receipt shall constitute an original signature.

#### XII. Time of the Essence

Time is of the essence of this Agreement. Vendor shall prosecute the services hereunder with diligence and in such a manner as is necessary to complete the services on or before the completion date or dates specified, it being understood by Vendor this being of the utmost concern and matter to the District.

#### XIII. Disputes

When applicable, the Uniform Commercial Code, as effective in the State of Washington, shall determine the rights and duties of the parties. If a dispute arises between the parties of the Agreement and they are not able to resolve it themselves, a non-binding mediation procedure shall be required as a condition precedent to litigation. If the parties are unable to agree on a single mediator, they shall submit the dispute to the dispute resolution agency in order to select a mediator. Either party shall pay one-half of the mediation fee. Binding arbitration shall not be required under this Agreement. The parties further agree that any litigation related to this Agreement shall be filed in Snohomish Superior Court in the State of Washington.

#### XIV. Compliance with Laws

Vendor agrees, at its own expense, to comply promptly with all requirements of any existing federal, state and local laws in connection with the performance of the service hereunder.

#### XV. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matter

Vendor certifies, and the District relies thereon in execution of this Agreement, that neither Vendor nor its Principals are presently debarred, suspended, proposed for debarment, or declared, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department;

“Principals”, for the purposes of this certification, mean officers; directors; owners, partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment; and similar positions).

Vendor shall provide immediate written notice to District, if, at any time during the term of this Agreement, including any renewals hereof, Vendor learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

Vendor certification is a material representative of fact upon which the District has relied in entering into this Agreement. Should District determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the District may terminate this Agreement in accordance with the terms and conditions therein.

It is also the responsibility of the undersigned vendor to notify lower tier suppliers of their responsibility to report any debarment or suspension action taken against them by the Federal Government. Such reports must be provided to the District immediately.

XVI. Reciprocity

The Vendor agrees, on behalf of itself and its Subcontractors of any tier, that the invocation of any rights under 42.56 RCW by the Vendor or a Subcontractor of any tier at any time shall initiate an equivalent right to disclosures from the Vendor and Subcontractors of any tier for the benefit of the District.

XVII. Duration

This Agreement shall commence and terminate as stated on page 1 with the exception of Sections III, VI, VII, and XIII, which shall continue to bind the parties, their heirs and successors.

IN WITNESS WHEREOF, District and Vendor have executed this agreement consisting of five (5) pages.

Pacific Learning Center NW  
Vendor Name

Stanwood-Camano School District  
26920 Pioneer Hwy  
Stanwood, WA 98292

14550 Westminster Way N  
Vendor Address

Shoreline, WA 98133  
Vendor City, State, Zip

Purchase Order No. \_\_\_\_\_

425-672-6805  
Vendor Phone Number


Account Code: \_\_\_\_\_

425-672-8867  
Vendor Fax #

info@plcnw.org  
Vendor e-mail

Person authorized to bind said Vendor to the foregoing Agreement

District Office Authorization

  
Signature

\_\_\_\_\_  
Signature

Daniel Hanson, Director  
Printed Name and Title

Lloy Schaaf,  
Asst Superintendent of Teaching and Learning  
Printed Name and Title

9/30/15  
Date

\_\_\_\_\_  
Date

65-1294289  
Social Security # or Tax ID #

cc: Superintendent's Office  
Business Office  
Contractor  
Department/school

**ADDENDUM A-1**

**Memo of Understanding**

Between

**Stanwood-Camano School District #401 (District)**

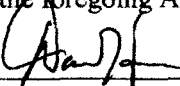
and

**Pacific Learning Center NW (Vendor)**

1. Name of student: M.S.
2. Contracted period: September 9, 2015 through June 30, 2016
  - a. Trial basis for one (calendar) month and may be continued if placement is successful determined by both District and Vendor.
3. Transportation: Will be provided by District
4. Description of charges for contracted services:
  - a. Monthly tuition and full-time 1:1 para-educator \$4,390.00
5. Contract costs not to exceed (unless agreed upon both District and Vendor in writing):
  - a. Four thousand three hundred ninety dollars (\$4,390.00) per calendar month
6. Program Administration and Supervision: Described in contract.
7. Annual program monitoring procedures and requirements of vendor by district, including review and of contract: Described in contract.
8. Invoicing for payment: Invoice will be submitted by Vendor (PLC, NW) to District.

This addendum is an attachment to the existing contract with PLC, NW for the 2015-16 school year.

Person authorized to bind said Vendor  
to the foregoing Agreement

  
 \_\_\_\_\_  
 Signature  
 Daniel Hanson  
 \_\_\_\_\_  
 Printed Name  
 Director  
 \_\_\_\_\_  
 Title  
 9/30/15  
 \_\_\_\_\_  
 Date

District Office Authorization

\_\_\_\_\_  
 Signature  
 Lloy Schaaf, Ed.D.  
 \_\_\_\_\_  
 Printed Name  
 Assistant Superintendent of Teaching & Learning  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date

c: Superintendent's Office  
Business Office