

Contract for Professional Services Between

**Stanwood-Camano School District
(Hereinafter referred to as the “District”)**

And

**Salish Sea Deaf School
(Hereinafter referred to as the “School”)**

This Agreement between the Stanwood-Camano School District (“District”) and Salish Sea Deaf School (“School”) shall be effective from September 1, 2016 to August 31, 2017.

The purpose of this Agreement is to provide for the delivery of specially designed instruction and/or related services to a District student eligible for special education. In consideration of the terms and conditions contained herein, the District and School do mutually agree to enter a contractual relationship as described below.

I. Duties of the School

- A. In order to fulfill its obligations under this Agreement, School will perform the following specific duties:
1. Schedule and host all Individualized Education Program (IEP) meetings required by law for student(s) during the term of this Agreement. Meetings shall include all IEP team members required by state and federal laws and/or regulations. Consult with District when scheduling IEP meetings to ensure they are scheduled at a time when a District representative can participate. Develop a draft IEP and provide District the opportunity to review the draft prior to the meeting and/or prior to distribution of the draft to parents, whichever occurs first. Deliver the draft to District 30 calendar days prior to the scheduled IEP meeting, or on a different schedule if agreed to by both District and School in writing. Cooperate in scheduling and conducting any IEP meetings requested by District in addition to the annual IEP meeting. Issue all notices to parents required by federal or state laws and/or regulations.
 2. Provide special education and related services as stated in the student’s IEP by staff who meet and maintain Washington State certification and any state licenses required for practice.
 3. Provide a facility that meets minimum state and local requirements for health and fire safety and which is acceptable to District and consistent with School’s obligations as a current Non-Public Agency (NPA). Operate a program to ensure the health and safety of District’s students.
 4. Issue timely and complete progress reports on all IEP goals to parent(s) of student(s) at the intervals required by the IEP.
 5. Notify District in the event of any possible need for a special education reevaluation for student(s). Allow District to conduct such observations, assessments, and/or special education reevaluations of student(s) as determined necessary and appropriate by District.
 6. Fully comply with all substantive and procedural requirements and limitations otherwise imposed upon public school districts by any state or federal constitutional, statutory, or administrative code provisions respecting any actions which affect or could affect student or his/her parents or custodians, or their property.
 7. Notify District regarding any complaints regarding services, conditions, or treatment of student(s). Such notification is not limited to formal written complaints but shall include verbal complaints or concerns brought to the attention of School by parent(s) of student(s) or any other third-party.

- B. The School shall prohibit any employee of the School from working on the District's property or with student(s) if the employee has pled guilty to or been convicted of any crime identified in RCW 28A.400.322. Any failure to comply with this section shall be grounds for the District to immediately terminate this agreement without notice as required by RCW 28A.400.330.

II. Responsibilities of the District

- A. In consideration of School's performance of the duties set forth herein, District shall compensate School as follows:
 - 1. School shall be compensated at a rate of \$240 per program day for a program year of 180 days/1,080 hours of instructional time. The program year shall be September 1, 2016-August 31, 2017. If student(s) starts later than September 1, 2016, or withdraws prior to the end of the program year, District will owe payment only for days attended and not the entire year.
 - 2. Payments will be due on a monthly basis within 30 days of receipt of invoice from School for services provided the previous month. All payments to School shall be conditioned upon School's provision of the invoices required by this Agreement.
- B. The District designates the Director of Special Services as its primary point of contact. District shall notify School in the event of any change to this designation.

III. Education Records and Work Product

- A. All correspondence, papers, documents, reports, files, films, work product and all copies thereof, which are received or developed by School and School's employee(s) in the course of performing, or as an incident thereto, School'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 School's performance, whichever shall occur first. As a limited exception, however, the School may keep and reuse standard forms and standard details that they have already created for use on future projects. The School may also keep a copy of the information that School 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 School, 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.
- B. School and School's employee(s) and agent(s) shall not, without prior written approval of District or District's successor, whether during the term of this Agreement or 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 School's duties thereunder, for any purpose or reason, except as specifically authorized by law.
- C. School and its employees, contractors, and agents will not disclose personally identifiable information from education records of a District student to any party other than the District without the prior written consent of the parent of such District student or the District student, if he or she is over the age of 18 and otherwise able to give valid legal consent. When in receipt of personally identifiable information regarding a District student, School will use such information only for the purpose of providing educational services to such student. School will promptly provide District with any education records of student(s) upon request by District.

IV. Independent Contractors Status of School

It is specifically understood that School, 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 School or School's employee(s) or agent(s).

V. Washington State Criminal Identification System Requirement

School shall perform a record check through the Washington State Patrol criminal identifications system and through the Federal Bureau of Investigation before hiring an employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. School shall provide a copy of said record check to the District. If an applicant has had a record check within the previous two (2) years, District may waive the requirement.

VI. Indemnification & Insurance

A. **Indemnification**

School 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 out 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.

B. **Insurance**

1. The School 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 School, its agents, representatives, employees or subcontractors. The School shall provide the District a Certificate of Insurance evidencing:
 - a. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and,
 - b. 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 but 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,
 - c. Professional Liability if applicable, with limits of \$1,000,000.
 - d. Workers Compensation Insurance in compliance with RCW Title 51.
2. 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 School 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 request and receive a certified copy of all required insurance policies.
3. 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) school business 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 School 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 School or District by mail or other means at an earlier date or time.

VIII. Verbal Agreement

This written Agreement constitutes the entire mutual agreement of School 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 and signed, shall be binding.

IX. Nondiscrimination Statement

- A. The School agrees not to discriminate against any student, parent, volunteer, employee, or applicant for employment or for services because of race, creed, religion, color, national origin, sex, marital status, sexual orientation including gender expression or identity, age, honorably discarded veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a 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.
- B. The School assures the District that it will comply with all applicable 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 or any other applicable federal or state of Washington protected classification. 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 of the Education Amendments of 1972, as amended; Chapter 28A.640 RCW; and RCW 49.60, Washington Law against Discrimination.

IX. 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.

X. Time of the Essence

Time is of the essence of this Agreement. School 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 School this being of the utmost concern and matter to the District.

XI. Disputes

If a dispute arises between the parties of the Agreement, District and School must make mutual efforts to discuss and resolve the dispute prior to either party pursuing legal action. The parties further agree that any litigation related to this Agreement shall be filed in Skagit County Superior Court in the State of Washington. This Agreement shall be governed by the laws of the State of Washington.

XII. Compliance with Laws

School 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 duties and obligations hereunder.

XIII. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

The parties to the Agreement certify, and each relies thereon in execution of this Agreement, that neither their entity nor its Principals are presently debarred, suspended, proposed for debarment, 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). Further, each party agrees to provide the other(s) immediate written notice if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. Each party's certification via the execution of this Agreement is a material representation of fact upon which each party has relied in entering into this Agreement. Should either party 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, it may terminate this Agreement in accordance with the terms and conditions therein.

XIV. Public Records Act

Upon request of the District, School agrees to fully and timely cooperate with District efforts to comply with any request received pursuant to RCW Chapter 42.56

XV. 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 School have executed this Agreement

Salish Sea Deaf School
Vendor Name

715 Seafarers Way, Suite 102
Vendor Address

Anacortes, WA, 98221
Vendor City, State, Zip

(360) 391-3786
Vendor Phone Number

Vendor Fax #

maria@salishseadeafschool.org
Vendor e-mail

Person authorized to bind said School
to the foregoing Agreement


Signature

Maria Christianson
Printed Name and Title

8/10/2016
Date

47-3457045
Social Security # or Tax ID #

Purchase Order No. _____

Account Code: _____

District Office Authorization

Signature

Printed Name and Title

Date

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