


Stanwood Camano School District

TO: Board of Directors
FROM: Pam Gentz 
SUBJECT: Contract for Educational Service Provider
DATE: Sept 1, 2015
TYPE: Action Needed

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

1. Children's Institute for Learning Differences / CHILD

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

**Children's Institute for Learning Differences / CHILD
(Hereinafter referred to as the "Vendor")**

Agreement made to be effective from September 9, 2015 through August 31, 2016.

In consideration of the terms and conditions contained herein, the District and Vendor do mutually agree to enter a contractual relationship as described 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 for the purpose of providing special education school services.
- 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:
 1. Develop and/or modify an IEP for each student in consultation with District representatives and hold IEP meetings only when District and Vendor representatives and parents of the student can be present. A draft recommendation for the IEP will be delivered to the District 30 days prior to the IEP meeting, or on a different schedule if agreed to by both the District and the Vendor.
 2. Provide a program curriculum design, and appropriate resources for each contracted student to meet IEP goals, specifying evaluation criteria schedule procedures, to the satisfaction of the District with documentation for specific learning activities and specific student access.
 3. Describe and provide student learning activities including the steps leading to those activities and assessment of progress toward IEP goals.
 4. Describe and provide the supervision and support students shall receive under the direction of certificated staff members for each learning activity. Design, develop, and maintain a system for collecting data to monitor and evaluate student progress towards IEP goals and objectives with a minimum of one data point per two-week period for each IEP goal. This data shall be consistent with each contracted student's goals, and will be quantitative in nature unless the district and agency agree, in writing, to an alternative progress monitoring system. A summary of the data collected should be included in quarter/trimester progress reports.
 5. Describe and provide evaluation of all learning activities. Design, develop, maintain, and produce, at a minimum, quarterly reports of student progress. Design, develop and maintain program master records for each student and provide records for each student.
 6. Develop and operate a descriptive record-keeping system to monitor attendance, specify behavior standards and describe methods with which behavior problems will be dealt, including any aversive therapy methodology, which, if implemented, must be noted on the IEP.

7. Notify the District of the possible need for screening and evaluation of students who may need a revised IEP, which adds, or deletes or changes services.
 8. Provide written documentation of adequate insurance to cover the students and services described herein, which include, but are not limited to, insurance type and limits of coverage.
 9. Provide a facility that meets the minimum state and local requirements for health and fire safety and which is acceptable to the District. Operate a program to ensure the health and safety of each student. Fire and life safety and health/safety inspections must be current with all noted findings corrected.
 10. Students engaged in Work Study or Community Services programs, which are supervised by Vendor shall meet the criteria established by District in order to receive school credit.
 11. If student attendance is ten (10) days or less per month, notify District and offer plan for improved attendance.
 12. Maintain Nonpublic Vendor approval from the State Board of Education, including annual update requirements. The Vendor shall also maintain compliance with all required Nonpublic Vendor, assurances for the length of this agreement, including currency of Vendor's policies and procedures as outlined in WAC 392-172-224[2p/ivi.]
 13. All specially designed instruction shall be provided, and/or supervised, by staff who meet and maintain Washington State certification and any State licenses required or practice.
 14. Provide a signed agreement between the appropriate law enforcement jurisdiction and the Vendor, which describes protocols for responses to behavioral incidents, which occur at the Vendor location.
 15. 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 action or inaction that directly or indirectly affects or could affect a student or his/her parent(s), or their property.
 16. Respond to reasonable requests by the District for any documentation.
 17. Immediately notify the District of any complaints regarding service, conditions, or treatment of contracted students.
 18. Review all IEPs using the "OSPI Safety Net checklist" for compliance.
- 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.88 RCW, 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. This District reserves the right to terminate this agreement without notice as required by the provision of 28A.400.330 RCW.
- D. **Audits.** Vendor shall provide for annual audits at Vendor's expense which comply with the terms and requirement of the federal Office of Management and Budget (OMB) Circular A-133 if vendor (1) is a non-profit institution; and, (2) expends \$300,000 or more in total federal awards in a fiscal year (complete Federal Fund Disclosure Report). The new requirement affect organizations with fiscal years ending on or after June 30, 1997. "Non-profit institution" means any corporation, trust, association, cooperative or other organization which (1) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; (2) is not organized primarily for profit; (3) uses its net proceeds to maintain, improve, and/or expand it operations; and (4) is not a state or local government agency which is

audited in accordance with OMB Circular A-128.

- E. **Assignments Prohibited.** The Vendor may not assign or transfer the performance of any duty or service under this contract or any claim, right or cause of action arising under this contract, in whole or part without prior written agreement of the District.
- F. **Records Maintenance and Access.** The Vendor shall maintain current and accurate books, records, documents and other materials that are relevant to the provision of goods and services under this contract, and adequate to document, the nature and scope of the goods and services provided. Billing invoices are not sufficient for this purpose.

Furthermore, if this contract reimburses the Vendor for actual direct costs, or for indirect costs, or both, the Vendor shall in addition maintain current and accurate books, records, documents and other evidence, of procedures and practices, inclusive of employee/agent time and effort reports, which sufficiently and properly document all direct and indirect costs of any nature incurred in the performance of this contract.

The foregoing books, records, documents and other materials or evidence shall be maintained and made available by the Vendor at all reasonable times for inspection, review, copying and audit by (1) persons authorized by District (2) the Office of State Auditor, and (3) federal officials so authorized by law, rule, or contract, for a period of seventy-two months (six years) following the performance or termination of this contract.

II. Responsibilities of the District

- A. Designate Pam Gentz, Director of Special Services Phone: 360-629-1236 as the District point of contact.

Provide payment to Children's Institute for Learning Differences / CHILD as described herein or incorporated by reference. The Vendor shall be compensated at the rates per month, per student, which are specifically detailed in the School District Fee Schedule attachment(s), upon monthly receipt of invoices to the District. Compensation for students attending ten (10) days or less per month will be prorated based on \$560.80 per day plus OT and SLP services actually rendered. Invoices for occupational therapy, counseling, speech therapy and/or para-educational assistant as directed on the IEP, will be compensated at the rate as indicated on the School District Fee Schedule. 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, A-2), 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.

- B. There will be no additional reimbursement for travel, per diem, or other related costs, except that provided in the Attachment.
- C. All payments of compensation and expenses to Vendor shall be conditioned upon Vendor's:
 - 1. Submission of detailed vouchers which support the services, pursuant to this agreement, which have been rendered for student/and/or expenses incurred for which payment is requested, and
 - 2. Performance to the satisfaction of District's designee; PROVIDED, that approval shall not be unreasonably withheld.
- D. Any date specified herein for payments to Vendor shall be considered extended as necessary to process and deliver a warrant for the amount(s), as per agreement between the District and Vendor.

- E. The District remains responsible for compliance with due process, IEP, annual review and the determination of all services and determination of placement requirements. The District will contact the Agency 60 days prior to the expiration of a student's IEP to schedule dates for the IEP meeting with the parents prior to the IEP meeting.

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) and agent(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, either during the term of this Agreement or at 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 Contractor 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 identification system under 43.43.830-43.43.834, 10.97.030 and 10.97.050 RCW, 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 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.

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 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,
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 of 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 Agreements

This written Agreement constitutes the entire mutual agreement of Vendor and District. No alteration 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 Law

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 discharged 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 1964 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

Where 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 a 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 services hereunder.

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

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 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 representation 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 seven (7) pages.

Childrens Institute for Learning Differences
Vendor Name

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

2640 Benson Road S.
Vendor Address

Renton, WA 98055
Vendor City, State, Zip

Purchase Order No. _____

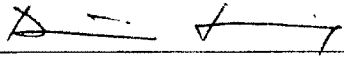
425-336-3260
Vendor Phone Number

425-277-7726
Vendor Fax #

Dominic @ CHILDnow.org
Vendor e-mail

Person authorized to bind said Vendor to the Foregoing Agreement

District Office Authorization


Signature

Signature

Dominic Jimenez, Director of Education
Printed Name and Title

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

8/31/15
Date

Date

91-1055331
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

Children's Institute for Learning Differences/CHILD (Vendor)

- 1. NAME OF STUDENT: (A.S.C.)
- 2. CONTRACTED PERIOD: September 9, 2015 through August 31, 2016
- 3. TRANSPORTATION: Will be provided by District

4. DESCRIPTION OF CHARGES FOR CONTRACTED SERVICES:

| | | |
|--|------------------------|-------------|
| Monthly tuition | \$4,545.82 x 12 months | \$54,549.78 |
| 1:1 Paraprofessional | \$3,866.21 x 12 months | \$46,394.50 |
| OT services 60 min per wk at \$120 per hr | \$125.00 x 44 weeks | \$ 5,500.00 |
| SLP services 60 min per wk at \$120 per hr | \$125.00 x 44 weeks | \$ 5,500.00 |

Contract costs not to exceed:


One hundred eleven thousand nine hundred forty-four dollars and twenty-eight cents (\$111,944.28)

- 5. PROGRAM ADMINISTRATION AND SUPERVISION: **Described in contract.**
- 6. ANNUAL PROGRAM MONITORING PROCEDURES AND REQUIREMENTS OF VENDOR BY DISTRICT, INCLUDING REVIEW AND OF CONTRACT: **Described in contract.**
- 7. INVOICING FOR PAYMENT: Invoices detailing services performed, dates of performance and itemization of expenses will be submitted by Vendor (CHILD) to District on a monthly basis.

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

Person authorized to bind said Vendor to the foregoing Agreement

District Office Authorization



Signature

Dominic Jimenez
Printed Name

Lloy Schaaf, Ed.D.
Printed Name

Director of Education
Title

Assistant Superintendent of Teaching & Learning
Title

8/31/2015
Date

Date

c: Superintendent's Office