

Contract for Educational Services
Between
School District
(Hereinafter referred to as the District)
and
BHC Fairfax Hospital
(Hereinafter referred to as Agency)
10200 NE 132nd St
Kirkland, WA 98034

In consideration of the promises and conditions contained herein, the School District, hereinafter referred to as District and the Nonpublic Agency, hereinafter referred to as Agency, mutually agree as follows:

Purpose

The purpose of this agreement is to provide special education and/or related services for a district-placed student with a disability, where it has been determined by the student's Individualized Educational Program (IEP) Committee that placement in the nonpublic agency represents the appropriate and least restrictive environment for this student.

I. Duties of Agency

In order to fulfill its obligations under this agreement, the Agency shall perform the following specific duties:

- A. Develop and/or modify an IEP for each student in consultation with District representatives and hold IEP meetings only when District and Agency representatives and parents of the student can be present. Draft recommendation for the IEP will be delivered to the District 10 days prior to the IEP meeting, or on a different schedule if agreed to by both the District and the Agency.
- B. 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.
- C. Describe and provide student learning activities including the steps leading to those activities and assessment of progress toward IEP goals.
- D. Design, develop, maintain, and produce, at a minimum, quarterly reports of student progress.
- E. 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 emergency response protocol, which, if implemented, must be noted on the IEP.
- F. Notify the District of the possible need for screening and evaluation of students who may need a revised IEP, or additional services.
- G. Provide a facility that meets the minimum state and local requirements for health and fire safety and which is acceptable to the District. Fire and life safety and health/safety inspections must be current with all noted findings corrected.
- H. If student attendance is ten (10) days or less per month, notify District and offer plan for improved attendance.
- I. Maintain Nonpublic Agency approval from the State Board of Education, including annual update requirements. The Agency shall also maintain compliance with all required Nonpublic Agency, assurances for the length of this agreement, including currency of Agency's policies and procedures as outlined in WAC 392-172A-04095,0-04100

- J. All specially designed instruction shall be provided, and/or supervised, by staff who meet and maintain Washington State certification and any State licenses required.
- K. Fully comply with all applicable substantive and procedural requirements and limitations. Fully comply with Family Educational Rights and Privacy Act of 1974 (FERPA) to protect the privacy of student education records.
- L. Respond to reasonable requests by the District for any documentation.
- M. Immediately notify the District of any complaints regarding service, conditions, or treatment of contracted students.

II. Duties of District

In consideration of the Agency's satisfactory performance of the duties set forth herein, District shall compensate and/or reimburse the expenses of the Agency as follows:

- A. The Agency shall be compensated at the rates per month, which are specifically detailed in the attachment to this agreement. Compensation for students enrolled in the Agency's program for less than the full month of school days will be prorated if the District gives 10 days written notice of intent to dis-enroll a student. If a student enrolls in the program after the first day of school in the month, the tuition will be prorated based on an average of 19 days of school per month.

The District will provide the Agency with a memo of understanding, 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.

- B. All payments of compensation and expenses to Agency shall be conditioned upon Agency'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.
- 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. General Provisions

- A. **Applicable Law.** This contract shall be governed by the laws of the state of Washington.
- B. **Assignments Prohibited.** The Agency 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.
- C. **Audits.** Agency shall provide for annual audits at Agency's expense which comply with the terms and requirement of the federal Office of Management and Budget (OMB) Circular A-133 if agency (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 requirements 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 its operations; and, (4) is not a state or local government agency which is audited in accordance with OMB Circular A-128.

- C. **Budget Revisions.** Any monetary amount budgeted by the terms of this contract for various activities and objects of expenditure may be revised with the prior written approval of District's designee.
- D. **Confidentiality – Student Records.** The Agency agrees to comply with all applicable federal, state, and local laws and state and District rules, including the protection and release of student education records (and personally identifiable information contained within student education records). Without the express advance permission of the District, the Agency further agrees not to divulge directly or indirectly the terms of this Agreement or the services rendered hereunder, in either general or specific terms, to persons or agencies who are not a party to the agreement, except to the identified student in this agreement and/or his family. The Agency shall comply with the confidentiality requirements applicable to student education record information, including but not limited to the requirements specified in the federal Family Educational Rights and Privacy Act (FERPA), either during the term of this agreement or at any time thereafter. Any personally identifiable information from student education records that the Agency obtains in furtherance of the Agreement shall only be used for the purposes specified in the Agreement. The Agency shall not re-disclose any personally identifiable information obtained from student education records to any other party without the prior consent of the parent or the adult student. All work, papers, and drawings produced, and conduct exhibited by student while receiving instruction from the Agency shall remain confidential. Information related to a pupil's conduct and/or class work shall not be released to any private agency or individual without written approval of the District, parent/guardian, or adult student, unless necessary to comply with law.
- E. **Criminal Records Check.** In accordance with RCW 28.A.4000.330, any Agency or employee of any Agency contracting with the District is prohibited from having contact with children if the individual pled guilty to or has been convicted of any felony crime against children or adults. Any failure to comply with this section shall be grounds for the District to immediately terminate this Agreement. The Agency, or any of its employees or contractors, are not to engage in activities that involve scheduled unsupervised contact with children under the age of 16 during the course of the work to be performed under this Agreement unless the Agency has previously provided evidence of having submitted his/her fingerprints and passing a criminal records check through the Washington State Patrol criminal identification system under RCW 43.43.830-43.43.834, 10.97.030 and 10.97.050 and through the Federal Bureau of Investigation.
- Any failure to comply with this section shall be grounds for the District to immediately terminate this Agreement.
- F. **Dispute Resolution.** In the event that a dispute arises under this contract, it shall be determined in the following manner; (1) The District shall appoint a member to the Dispute Board; (2) The Agency shall appoint a member to the Dispute Board; (3) The District and the Agency shall jointly appoint a member to the Dispute Board; (4) The Dispute Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Board shall be final and binding on the parties herein.
- G. **Reporting Obligations of Agency Participants Under Chapter 26.44 RCW.** Agency understands and acknowledges that while working with District students in the provision of services or activities governed under this agreement, any employees, volunteers, and community partners of Agency have a lawful duty and obligation to report suspected abuse or neglect of any child under the age of 18 pursuant to the provisions of chapter 26.44 RCW. Agency acknowledges that each supervising adult working in the Agency is aware of the lawful duties and obligations under chapter 26.44 RCW. Agency further certifies that it will train its employees about this obligation before Agency employees begin providing services or activities. All reports to law enforcement agencies made by Agency under this provision shall also be made simultaneously to the Executive Director of Student Services of the District.
- F. **Hold Harmless.** Each party to this contract shall be responsible for claims and/or damages to persons and/or property resulting from the negligence on the part of itself, its employees, or its officers. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this contract. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction of material of any kind, delivered otherwise results in an unfair trade practice or in unlawful restraint of competition.

- G. **Independent Agency Status of Agency.** The Agency and the Agency's employees and agents shall perform all duties pursuant to this contract as an independent Agency. The District shall not control or direct Agency's performance of services under this contract. The Agency shall provide all space necessary in the performance of Agency's duties under this contract and shall perform all duties and services outside all places of business of the District.
- H. **Industrial Insurance.** The Agency shall comply with the industrial insurance requirements of Title 51 RCW, and within fifteen (15) days of the execution of this contract certify to the District either that Agency is covered by industrial insurance as required by Title 51 RCW, or that the Agency has been advised by the Department of Labor and Industries that the Agency is exempt from required coverage. The District will not be responsible for payment of industrial insurance premiums or for any other claims or benefit for the Agency or any subcontractor or employee of the Agency, which might arise under industrial insurance laws during performance of duties and services under this contract. The District may deduct the amount of premiums owing from the amounts otherwise payable to the Agency under this contract and transmit the same to the Department of Labor and Industries, Division of Industrial Insurance, if the Agency either fails to pay required premiums on behalf of its employees.
- I. **Non-Discrimination.** No person shall, on the ground of race, religion, creed, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation, gender expression or identity, marital status or the presence of any sensory, mental or physical handicap, or the use of a trained dog guide or service animal by a person with a disability unlawfully be excluded from participation in, be denied the benefits or, or be otherwise subjected to discrimination under any activity preformed under to this contract. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act (ADA) and Washington Law Against Discrimination. The agency shall notify the District immediately of any allegations, claims, disputes, or challenges made against it under the ADA. In the even that one of the parties hereto refuses to comply with this provision, this agreement may be canceled, terminated or suspended in whole or in part by the other party.
- K. **Payment to Agency.** All payments of compensation and expenses due the Agency shall be paid to the Agency on or before the Thirtieth calendar day following Agency's completion of all duties under this contract to the person satisfaction of the District's designee.
- L. **Records Maintenance And Access.** The Agency 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 Agency for actual direct costs, or for indirect costs, or both, the Agency 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 Agency at all reasonable times for inspection, review, copying and audit by (1) persons authorized by District, (2) the Office of the 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.

- M. **Termination for Convenience, And Termination Due to Lapse Or Reduction of Funding.** This contract may be terminated by, and in the discretion of, the District or the District's designee, with 30 (thirty) days notice, without reason and without liability for damages, upon written notification thereof to Agency. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Agency as of midnight of the second day following the date of its posting in the United States Mail, addressed as first noted in this contract, in the absence of proof of actual delivery to and receipt by the Agency by mail or other means at an earlier date and/or time. Notwithstanding the foregoing Agency may terminate this agreement with 30 days written notice to school district.

N. **Verbal Agreements.** This written contract constitutes the mutual agreement of the Agency and the District in whole. No alteration or variation of the terms of this contract and no oral understandings or agreements not incorporated herein shall be binding.

IV. Duration

This agreement shall commence on September 1, 2019 and shall automatically renew for additional one year terms unless otherwise terminated as provided herein.

With the sole exception of Section III, this shall continue to bind the parties, their heirs and successors.

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

BHC Fairfax Hospital
10200 NE 132nd St
Kirkland, WA 98034

Stanwood Camano School District
26920 Pioneer Hwy
Stanwood, WA 98292

Person authorized to bind said Agency
Organization to the foregoing agreement

Person authorized to bind said District
Organization to the foregoing agreement

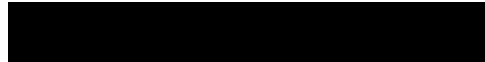
Date

Date

Northwest School of Innovative Learning

2019-2020

Memo of Understanding



This Memo of Understanding is by and between Stanwood Camano School District and Northwest School of Innovative Learning, 10735 Willows Rd. NE, Suite 110, Redmond, WA 98052.

The services provided are outlined in the attached agreement. Services are provided from September 1st, 2019 through August 31st, 2020. Invoices detailing services performed, dates of performance and itemization of expenses will be submitted to Stanwood Camano School District on a monthly basis.

Tuition cost: Regular Tuition: \$5,654.37

Total: \$5,654.37 per month for services provided by Northwest School of Innovative Learning.

Person authorized to bind said Agency
Organization to the foregoing
Agreement

Kelsey Johansen, School Supervisor
David Beling, Director of
Northwest School of Innovative
Learning

Date

Date

