



TO: Board of Directors
FROM: Robert Hascall, Director of Special Services
SUBJECT: Contract for Educational Services
DATE: October 20, 2020
TYPE: Action Needed

The purpose of this contract is to provide appropriate educational support services for student(s) enrolled in the Stanwood-Camano School District and out of district placement for services not available within the district.

1. Dartmoor School; out of district placement

Recommendation: To approve the contract with the service provider listed about for the 2020-21 school year.

**AGREEMENT BETWEEN STANWOOD-CAMANO
SCHOOL DISTRICT AND PROFESSIONAL SERVICES CONSULTANT**

The “Effective Date” of this Agreement is:	September 2, 2020
<u>The “Parties” to this Agreement are</u>	
The “School District”:	Stanwood-Camano School District No. 401 26920 Pioneer Highway Stanwood, WA 98292
The “Consultant”: Name Billing address	Dartmoor School 2800 Northup Way Suite 110 Bellevue WA 98004
The “Consultant’s representative”:	Elizabeth Vanderburg
The “Project”:	Provide education services for Student, a resident of District, placement at Dartmoor School for the 2020-21 school year.
The “Scope of Services”:	See Exhibit ‘A’ for “Services”
<u>The Consultant’s “Fee” (either):</u>	
Hourly, up to a not-to-exceed amount of:	
Or Stipulated Sum:	\$84,810.00
The “Date of Completion”:	End of the 2020-21 school year
<u>Minimum Required Insurance:</u>	
Commercial General Liability:	At least \$1 million per occurrence and \$2 million aggregate for personal injury, bodily injury and property damage
Automobile Liability:	At least \$1 million combined single limit and aggregate
Workers’ Compensation (industrial insurance):	At least the State statutory amount
Employer’s Liability:	At least \$1 million
Professional Liability:	At least \$2 million per claim and in the aggregate
Additional Insureds:	School District

The School District and Consultant agree as follows: (Include contract commencement and termination dates, also include extension options if any.)

TERMS AND CONDITIONS OF AGREEMENT

ARTICLE 1 CONSULTANT'S RESPONSIBILITIES AND SERVICES

1.1 The Services consist of those performed by the Consultant, Consultant's employees, and Consultants subconsultants, if any, as enumerated in this Agreement and Exhibit 'A.' To the extent the requirements of this Agreement conflict with the terms of any exhibit or attachment, the terms of this Agreement shall control.

1.2 The Consultant represents that it is qualified and capable in all respects to perform the Services and has an established record of providing the type of services covered by this Agreement. Each person who performs the Services on behalf of the Consultant shall be experienced and qualified to perform the Services he or she performs, and the School District shall be entitled to rely on any assistance, guidance, direction, and advice provided by any such person. If requested by the School District, the Consultant shall remove from the Services, without cost to the School District or delay to the Services, any person whose removal the School District reasonably requests.

1.3 The Services shall be performed in a good, professional, and workmanlike manner, in accordance with the applicable standard of care, and with skill and diligence. The Consultant shall complete its Services by the Date of Completion specified on the cover page.

1.4 The Consultant's Representative specified on the cover page shall be responsible for and in charge of the Services. The Consultant's Representative shall not be changed for the duration of the Services without prior written approval from the School District.

1.5 At the time of performance, the Consultant shall be properly licensed, as required by applicable law, and properly equipped, organized, and financed to perform the Services. The Consultant shall also acquire and pay for (as part of Consultant's Fee) any and all permits required by applicable law for the Consultant to properly perform the Services. The Consultant is responsible for ensuring that its Services are performed in accordance with all applicable School District policies and procedures.

1.6 The Consultant shall, at no cost to the School District, promptly and satisfactorily correct any Services that are defective or not in conformity with the requirements of this Agreement. The obligation of the Consultant to correct defective or nonconforming Services shall not in any way limit any other obligations of the Consultant and is in addition to any and all other rights and remedies available to the School District under this

Agreement or by law and shall in no event be construed or interpreted as obligating the School District to make any correction of defective or nonconforming Services.

1.7 The Consultant accepts the relationship of trust and confidence between the Consultant and the School District established in this Agreement. The Consultant shall cooperate with the School District and its employees, and the School District's other consultants, contractors, subcontractors, suppliers, and others involved with or impacted by the Services, and shall use its best efforts to maintain a positive working relationship with each.

1.8 The Consultant shall be and operate as an independent contractor in the performance of the Services and shall have responsibility for all personnel performing the Services. The Consultant shall perform the Services in accordance with its own methods in an orderly and professional manner. In no event shall the Consultant be authorized on behalf of the School District to: (1) enter into any agreements; (2) waive any provisions of any agreements or receive or accept notice on behalf of the School District; (3) authorize any payments or accept or approve any documents, work, services, goods, or materials on behalf of the School District, or (4) act as or be an agent or employee of the School District.

1.9 The Consultant may designate and subcontract with subconsultants with the School District's prior written consent. The Consultant shall not subcontract with a subconsultant to which the School District has a reasonable objection. The Consultant shall incorporate the provisions of this Agreement and a scope of services consistent with its Services into its subcontracts, if any. Any subcontracting of any of the Services shall not relieve the Consultant from its responsibilities under this Agreement.

ARTICLE 2 ADDITIONAL SERVICES

2.1 Additional Services, and any other services involving compensation beyond the Consultant's Fee, shall be provided if authorized in writing by the School District. The School District shall pay for Additional Services only to the extent not caused by the errors, omissions, malfeasance, or negligence of the Consultant.

2.2 The Consultant shall not move forward in rendering Additional Services without the written permission of the School District. The Consultant shall notify the School District prior to providing any Services requiring an adjustment in the Consultant's Fee. Failure to provide such timely written notice before providing such Services shall be a waiver of any right to payment for Additional Services. If

of Service, including AutoCAD, Word, Excel and similar files to the School District as part of Services.

ARTICLE 5 DISPUTE RESOLUTION

5.1 Any claim, dispute, or other matter in question between the School District and the Consultant, including Consultant's subconsultants, arising out of or related to this Agreement ("Disputes"), shall be exclusively subject to the following alternative dispute resolution procedure in an effort to reduce the incidence and costs of extended Disputes and as a condition precedent to the institution of legal or equitable proceedings by either party. This requirement cannot be waived except by an explicit written waiver signed by the School District and the Consultant.

5.2 The School District and Consultant shall endeavor to resolve Disputes through good-faith negotiation. If negotiations are not successful, each party shall continue to perform its obligations under this Agreement and the School District and Consultant shall endeavor to resolve such Disputes by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with the Washington Uniform Mediation Act and the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A request for mediation shall be filed in writing with the other party to this Agreement. If the parties are unable to select a mutually acceptable mediator within *thirty (30) days* of the request for mediation, the request may then be filed with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings.

5.3 A principal of the Consultant and the Superintendent or designee of the School District, both having full authority to settle the Dispute, must attend the mediation session. To the extent there are other parties in interest, such as subconsultants, contractors, subcontractors, and suppliers, their representatives, each with full authority to settle all pending disputes or claims, shall also be encouraged to attend the mediation session.

5.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Seattle, Washington, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

5.5 The Consultant and the School District mutually waive punitive and consequential damages, including, without limitation, all such damages due to either party's termination. This waiver does not, however, limit a party's ability to recover third-party damages caused by the other party.

requested by the School District in writing, the Consultant shall proceed with such Additional Services even if the parties have not yet agreed to a change in compensation. If the School District deems that all or a part of such Additional Services are not required, the School District shall give prompt written notice to the Consultant, and the Consultant shall have no obligation to provide, and the School District shall have no obligation to compensate the Consultant for those Services.

ARTICLE 3 SCHOOL DISTRICT'S RESPONSIBILITIES

3.1 To the extent not already provided, the School District shall provide full information regarding requirements for and limitations on the Services, including the School District's objectives, schedule, constraints, and criteria, and will respond to any questions from the Consultant regarding such information.

3.2 The School District shall pay the Consultant the Consultant's Fee specified on the cover page, in accordance with Article 9, for the Consultant's proper performance of the Services.

ARTICLE 4 USE OF CONSULTANT'S INSTRUMENTS OF SERVICE

4.1 Any documents, reports, information, data, drawings, specifications, maps, models, photographs, studies, and/or other work product, including those in electronic form, prepared (whether completed or partial) by the Consultant and its subconsultants, if any, as a part of the Services are the Instruments of Service. The Instruments of Service shall become the joint property of the School District and Consultant and, unless otherwise provided, the Consultant shall be deemed the author of these Instruments of Service and shall retain all common law, statutory, and other reserved rights, including the copyright, to the extent not modified herein. To the extent necessary, the Consultant grants to the School District a non-exclusive license to use and reproduce at no additional cost the Instruments of Service for purposes of constructing, completing, using, maintaining, renovating, and/or adding to the Services. Reproducible copies of the Instruments of Service may be retained by the School District and the School District is entitled to make and retain copies and reproduce them for its own use.

4.2 Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project are not to be construed as publication in derogation of the either parties' reserved rights.

4.3 Upon request by the School District, the Consultant shall provide electronic copies of its Instruments

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ARTICLE 6**TERMINATION AND SUSPENSION**

6.1 **Suspension:** If any undisputed amount remains due and owing after a period of *sixty (60) days* from the date the Consultant submits an invoice, the Consultant may cease performing Services until all undisputed monies due are paid in full. The Consultant will not incur any liability for damages due to delay as a result of stopping performance of Services due to the School District's failure to pay undisputed amounts for Services rendered.

6.2 **Termination by the School District:** The School District may, at its sole discretion, terminate all or a portion of the Services not then properly performed under this Agreement at any time with or without cause upon written notice to Consultant. All Instruments of Service shall thereupon become the property of the School District, and the School District shall indemnify and hold harmless the Consultant, its agents and employees, from any claims arising from the School District's subsequent use of the Instruments of Service after termination.

6.3 **Compensation:** In the event of a termination without cause, the School District shall be liable to the Consultant only for Services properly completed prior to termination; this compensation shall not exceed the percentage of total Services properly completed at the time of termination multiplied by the Consultant's Fee.

ARTICLE 7**MISCELLANEOUS PROVISIONS**

7.1 This Agreement shall be governed by the internal law of the State of Washington, without regard to its choice-of-law provisions.

7.2 The School District and Consultant waive all rights against each other and against the contractors, subconsultants, agents, and employees of the other for damages, to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the Contract for Construction. The School District and Consultant each shall require similar waivers from their contractors, subconsultants, agents, and employees.

7.3 The School District and Consultant bind themselves, and their partners, successors, assigns, and legal representatives, to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the School District nor the Consultant shall assign this Agreement without the written consent of the other.

7.4 This Agreement represents the entire and integrated agreement between the School District and Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the School District and the Consultant.

7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the School District or the Consultant.

7.6 The Consultant's Services shall be performed in accordance with generally accepted standards of professional practice, any applicable statutory or regulatory standards, and the terms and conditions of the Agreement. The Consultant shall be solely responsible for the safety of its own personnel, equipment, agents, independent contractors, and subconsultants, and shall be solely responsible for public health, safety, and welfare related to or arising from its acts or omissions at the site. The Consultant understands and agrees that it shall abide by all federal, State, and local laws and requirements, including without limitation those related to worker and site safety laws and regulations.

7.7 The School District reserves the right to contract with other consultants, contractors, subcontractors, and suppliers for services.

7.8 The Consultant certifies that it, and its employees and subconsultants, as applicable, are not prohibited from working at a public school site or from having unsupervised contact with children during the course of their employment and have not pled guilty to nor been convicted of any of the crimes listed in RCW 28A.400.322. Pursuant to RCW 28A.400.303, the Consultant and its employees and subconsultants providing Services who will have unsupervised access to children are required to have successfully completed a background record check through the Washington State Patrol Criminal Identification System and through the Federal Bureau of Investigation in accordance with RCW 43.43.830 through .834, RCW 10.97.30 and RCW 10.97.50. The Consultant shall provide the School District with the background check results prior to such individuals performing Services on site. Failure to comply with this Section shall be grounds for the immediate termination of this Agreement for cause.

7.9 To the extent required by applicable law and as requested by the School District, the Consultant shall comply, and shall assist the School District in complying, with the Washington Public Records Act, Chapter 42.56 RCW. In addition, the Consultant agrees, on behalf of itself and its subconsultants of any tier, that the invocation of any rights under RCW 42.56 by the Consultant or a subconsultant of any tier at any time shall initiate an equivalent right to

disclosures from the Consultant and Subcontractors of any tier for the benefit of the School District.

7.10 The Consultant shall comply with all applicable provisions of Chapter 49.60 RCW, the Law Against Discrimination, and shall not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; the Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended.

7.11 Certification Regarding Debarment: The Consultant certifies that neither the Consultant nor any of 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. For the purposes of this certification, "principals" refers to the officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity. The Consultant shall provide immediate written notice to the School District if, at any time during the term of this Agreement, the Consultant learns that its certification was erroneous when made or has become erroneous by reason of a changed circumstance. The Consultant's certification is a material representation upon which the School District has relied in entering into this Agreement. Should the School District determine, at any time during the term of this Agreement, that this certification is false, or should it become false due to changed circumstances, the School District may immediately terminate this Agreement for cause.

ARTICLE 8

INSURANCE AND INDEMNIFICATION

8.1 **INSURANCE:** The Consultant shall, at its sole cost and expense, secure and maintain at least the insurance types and limits identified on the cover page, on an occurrence basis, to protect the School District, its successors, assigns, and the respective directors, employees, and agents of each of the foregoing (such as by naming them as additional insureds), from and against any and all claims, losses, harm, costs, liabilities, damages, and expenses arising from the Consultant's Services.

8.1.1 The Consultant shall maintain professional liability insurance (errors and omissions) from the Effective Date through *six (6) years* after the Date of Completion, with limits of at least those identified on the cover page, for claims that may result in any way from Consultant's negligent performance of its obligations under this Agreement.

8.1.2 All such insurance shall be placed with insurers and under such forms and limits of policies as may

be reasonably acceptable to the School District. Within *ten (10) days* of execution of this Agreement and annually thereafter, the Consultant shall deliver to the School District certificates of insurance (including renewal or replacement certificates), bearing all required endorsements, acceptable to the School District and signed by the insurer or its authorized representative, certifying that the policies are in full force and effect. The policies shall not be canceled or materially changed without the Consultant providing the School District with at least *thirty (30) days* prior notice of such cancellation or change. The School District, and any additional parties identified on the cover page, shall be named as additional insureds on all applicable policies. The foregoing requirements as to insurance and acceptability to the School District of insurers and insurance to be maintained by the Consultant shall not in any manner limit or qualify the liabilities or obligations assumed by the Consultant under this Agreement.

8.2 **INDEMNIFICATION:** The Consultant hereby releases and agrees to defend, indemnify, and hold the School District, its successors and assigns, and the School District's Board, directors, officers, agents, and employees of each of the foregoing ("Indemnified Parties") harmless, from and against: (1) any and all claims of third parties; and (2) losses, harm, costs, liabilities, damages, and expenses arising or resulting from such claims of third parties, including attorneys' fees, costs, and others litigation expenses ("damages"), to the extent arising out of or in connection with any willful misfeasance, bad faith, or negligence in, or reckless disregard of: (i) the performance of the Services by, (ii) the obligations of, or (iii) the acts or omissions of the Consultant or any of its subconsultants of any tier, their respective successors and assigns, the directors, officers, employees, and agents of each of them, or anyone acting on the Consultant's behalf in connection with this Agreement or its performance (the "Indemnifying Parties"); PROVIDED, however, that the Consultant is not required to so defend, indemnify, or hold harmless any of the Indemnified Parties against claims or damages caused by or resulting from the sole negligence of the Indemnified Parties; and PROVIDED FURTHER that if such claims or damages are caused by or result from the concurrent negligence of the Indemnified Parties and the Indemnifying Parties then the Consultant's defense, indemnity, and hold harmless obligations hereunder shall be limited to the proportionate extent of the negligence of the Indemnifying Parties.

8.2.1 In claims against any person or entity indemnified under this Section 8.2 by an employee of the Consultant, any of its subconsultants of any tier, anyone directly or indirectly employed by them or anyone for whose acts they are liable, the obligations under this Section 8.2 shall not be limited by the amount or type of damages, compensation or benefits payable by or for the Consultant or a subconsultant under workers' compensation acts, disability benefit acts, or other employee benefit acts. After mutual

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negotiation of the parties, the Consultant expressly waives immunity as to the School District under Title 51 RCW, "Industrial Insurance."

the previous month, and the balance of Services remaining. Invoices, including Reimbursable Expenses, shall be accompanied by receipts or records documenting those expenses. Invoices for Additional Services, as authorized under Article 2, shall be accompanied by supporting information, such as time sheets or invoices, as necessary to substantiate the Additional Services.

ARTICLE 9
PAYMENTS TO CONSULTANT

9.1 PROGRESS PAYMENTS ON ACCOUNT OF SERVICES: Progress payments are due and payable to the Consultant within *thirty (30) days* of receipt of the Consultant's invoice, provided that Consultant's invoice is received by the School District by the *tenth (10th)* of the month and provided that the Consultant is entitled to payment as provided in this Agreement. Amounts unpaid *sixty (60) days* after the invoice receipt date shall bear interest at the Bank of America Prime Rate plus 2%.

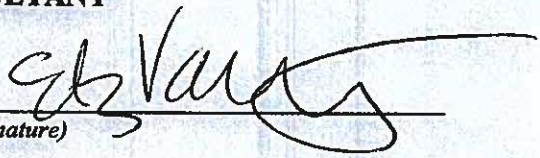
9.2 CLAIMS: If the Consultant believes that it is entitled to any additional compensation, such as payment for which the Consultant considers to be Additional Services, the Consultant shall timely notify the School District in writing of such claims for compensation as provided in Section 2.2. Failure of the Consultant to timely provide such written notification to the School District shall constitute a waiver of the Consultant's rights to seek additional compensation. In no event shall the Consultant have the right to seek such additional compensation from the School District after acceptance of final payment by Consultant for Services.

9.1.1 Consultant's invoices shall include the description and value of Services completed during the previous month, the percent of Services completed through

SCHOOL DISTRICT

CONSULTANT

By: _____
(Signature)

By: 
(Signature)

Lloy Schaaf Ed.D.
(Printed name)

Elizabeth Vanderburg
(Printed name)

Asst. Superintendent of Teaching & Learning
(Title)

NPA/Special Education Director
(Title)

(Date)

10/12/20
(Date)

(Purchase Order No.)

91-1548048
(Social Security or Tax ID #)

(Account Code)

EXHIBIT A
Scope of Services

I. Dartmoor School shall perform the following specific duties:

1. Provide a program and curriculum design that will be offered to each student to meet IEP goals and specific course completion requirements.
2. Provide, in accordance with Chapter 392-172A WAC, student learning activities, including the assessment and prescriptive functions leading to those activities.
 - a. Instruction shall be at the Student's instructional level, as determined by a review of records provided by the District and assessments conducted by the Agency.
 - b. Instruction shall be provided in a one-to-one setting
 - c. Instructional content shall meet state standards
3. Provide specified number of instructional hours per week (See Addendum A – Enrollment agreement) at a time mutually agreed to by District, Agency, and Student's family. The instructional schedule shall follow the District's School Calendar, except that:
 - a. Agency will be closed and not provide instruction on Fridays.
 - b. Agency will not provide instruction on holidays observed by Agency.
 - c. Upon request of District, Agency will provide instruction during school breaks, when Agency is open.
 - d. Agency shall not make up holidays or non-attendance days as established by the District.
 - e. If the Agency is closed and the student cannot attend on a given day (except Fridays) due to the Agency's closure, the Agency shall either provide a make-up day for the student at no cost to the District or reimburse the District for that day.
4. Develop and operate an accountability program to monitor attendance.
 - a. Attendance will be reported to the District monthly.
 - b. In the event the Student does not attend Agency when scheduled, Agency shall not provide make-up days.
 - c. If student fails to attend five scheduled attendance days during the month, Agency shall notify the District.
5. The agency will subcontract behavioral services from Northwest Behavioral Associates (NBA). NBA will develop and help agency staff implement a behavioral plan for the student.
 - a. This service will include observation, plan development, training, and ongoing consulting.
6. Develop and operate an accountability program to monitor academic and behavioral progress.
 - a. Progress toward IEP goals shall be reported to the District quarterly, based on the District's school year calendar.
 - b. Significant academic or behavioral concerns shall be reported to the District.
 - c. Agency shall issue a transcript upon completion of instruction. Credit shall be awarded based on Student meeting requirements as listed on the Student Enrollment Form.

7. Provide Student supervision as follows:
 - a. The Special Education Coordinator will develop the curriculum of study, will attend IEP meetings, and will be responsible for the student's overall program at the Agency.
 - b. Instructor(s), as selected by the Special Education Coordinator and/or the Campus Manager, will supervise Student and deliver the instruction on a daily basis at Agency.
8. Provide reasonable opportunities for communication between District designee and the Agency's Special Education Coordinator.
 - a. Face-to-face conference appointments shall be scheduled at least one week in advance.
 - b. There shall be no additional fee for conference appointments.
 - c. Email and phone communication shall be responded to within 2 business days.
9. Comply with all applicable federal, state and local laws, and state and District rules including:
 - a. Maintain Non-Public Agency approval by the Washington State Office of the Superintendent of Public Education ("OSPI")
 - b. Maintain compliance with all assurances required by the OSPI for the length of this contract.
 - c. Meet required health and safety standards.
 - d. Meet Special Education requirements, under the supervision of the District
 - e. Conduct criminal history background checks (including fingerprinting) of all employees with potentially unsupervised access to Student.
 - f. Provide equal opportunities for all persons without regard to race, color, religion, national origin, handicaps, age, marital status, and sex.
 - g. The protection and release of student records.
10. Provide adequate insurance to cover the operation described herein.

II. Responsibilities of the District

1. Remain responsible for compliance with due process, IEP development, annual review, and the determination of all services and placements.
2. Monitor the program for the Student through observations and/or consultation with staff. Any observation by District representatives shall be scheduled at least 48-hours in advance with Agency.
3. District will determine the Student's courses at Agency, the academic credit to be earned at Agency, and the number of hours and/or content the Student must complete to earn credit.

III. Terms of Agreement

1. District agrees to enroll Student at Agency under the terms and agreements of Student Enrollment Agreement (Addendum A) as provided by Agency. District shall sign the Enrollment Agreement on behalf of Student and comply with the terms of said agreement.
2. Charges and reimbursement under this Agreement will be as follows: Tuition and Fees will be invoiced monthly in arrears by Agency and paid by District within thirty (30) days of the invoice date. If payment is not received by the due date, Agency may charge a Billing Fee equal to 5% of the unpaid amount and interest of 1% per month for the past due amount.

3. An NPA Tuition and Fee Schedule (Addendum B) is attached to and made part of this agreement. This Fee schedule shall apply in the event of the District requests services that are in addition to the scope of services herein agreed to between District and Agency.
4. An Estimated Cost Calculation agreement is in Addendum A and made part of this agreement.
5. Agency shall hold Student's final transcript until all tuition and fees have been paid by District.
6. In the event the hours of instruction are changed by mutual agreement between District and Agency during any given month of the Agreement, the tuition for that month shall be prorated based on the number of instruction hours per week and the date of the change in the number of instruction hours per week. The Agency shall submit an amended Enrollment Agreement and Estimated Cost Calculation agreement to the District to reflect the changes. The amended agreements are to be attached and made part of this agreement.
7. In the event the District requests the Agency write a DRAFT IEP that will include present levels of educational performance, progress updates, measurable annual goals, and accommodations/modifications for an annual review, which shall be approved and finalized by the District additional fees shall be applied per the NPA Tuition and Fee Schedule (Addendum B).
8. Placement of the Student with Agency will be reviewed at least annually by the District based upon quarterly reports, measured progress toward meeting IEP goals, and a review of the conditions for which the original Agreement was issued.
9. This agreement can be changed, consistent with the law, at any time by mutual written agreement of District and Agency.
10. This Agreement may be terminated by either party under the following conditions:
 - a. By providing thirty (30) days written notice to the other party.
 - b. Upon withdrawal of Student from District.
 - c. Upon Agency determining that Student is a threat to the health and/or safety of staff, others, and/or self.
11. In the event of termination, District hereby agrees to pay tuition to Agency for the prorated attendance during the enrollment period, as identified by the Student Enrollment Agreement(s) attached to this agreement. If Agency has been paid for services that will not be delivered, Agency shall immediately refund District an amount equal to the prepaid services that will not be delivered.
12. Both parties will provide equal opportunities for all persons without regard to race, color, religion, national origin, disabilities, age, marital status and sex.
13. District and Agency agree to indemnify each other, and their respective officers, employees, and agents, for any injury or claim, arising out of any act or omission by their own officers, employees, or agents, related to this agreement. This indemnity includes the duty to defend. Furthermore, both parties agree to hold each other harmless to any claims between them or their officers, employees, or agents, related to this agreement, except for claims based on the sole gross negligence of one party.
14. Agency must be approved by OSPI for this Agreement to be valid.

IV. ADDENDUMS

1. The following Addendums are attached hereto and made a part hereof (see attached):
 - A. Addendum A: Description of Services Provided
 - B. Description of Charges for Contracted Services
 - C. Addendum B: NPA Tuition and Fee Schedule for the 2020-21 school year
 - D. District-Agency-Student Calendar

ADDENDUM A

Student Name: [REDACTED]
Birthdate: [REDACTED]
Grade: 11
Campus: Bothell Campus
School District: Stanwood-Camano School District

DESCRIPTION OF SERVICES PROVIDED

One-to-one instruction at student's instructional level.

Agreement Period: 09/02/2020 to 06/17/2021

Days: Monday-Thursday

Instructional Hours per Week: 16

Criteria for earning credits: Meeting the course requirements with a grade of 70% or higher, while working toward IEP goals.

Subject: Algebra 1 Hours per week: 4	Credit(s): 1 Duration: <u>Approximately 10 months</u>
Subject: English 10 Hours per week: 4	Credit(s): .25 Duration: <u>Approximately 10 months</u>
Subject: Biology Hours per week: 4	Credit(s): 1 Duration: <u>Approximately 10 months</u>
Subject: US History Hours per week: 4	Credit(s): 1 Duration: <u>Approximately 10 months</u>

DESCRIPTION OF CHARGES FOR CONTRACTED SERVICES

Total Tuition for services described above:

	School	Student	Total					
	Days	Hours	Hours	Hourly	Monthly	Fees	Fees	Total Tuition
Month	Per Month	Per Day	Per Month	Tuition	Tuition	Description	Amount	& Fees
September	16	4	64	\$140.00	\$8,960.00	Resource	\$250.00	\$9,210.00
October	17	4	68	\$140.00	\$9,520.00		\$0.00	\$9,520.00
November	14	4	56	\$140.00	\$7,840.00		\$0.00	\$7,840.00
December	11	4	44	\$140.00	\$6,160.00		\$0.00	\$6,160.00
January	15	4	60	\$140.00	\$8,400.00		\$0.00	\$8,400.00
February	15	4	60	\$140.00	\$8,400.00		\$0.00	\$8,400.00
March	19	4	76	\$140.00	\$10,640.00		\$0.00	\$10,640.00
April	17	4	68	\$140.00	\$9,520.00		\$0.00	\$9,520.00
May	16	4	64	\$140.00	\$8,960.00		\$0.00	\$8,960.00
June	11	4	44	\$140.00	\$6,160.00		\$0.00	\$6,160.00
Total	151	N/A	604	N/A	\$84,560.00		\$250.00	\$84,810.00

DISTRICT/NON-PUBLIC AGENCY AGREEMENT ADDENDUM B

**NPA TUITION AND FEE
SCHEDULE 2020-21 SCHOOL YEAR**

Required Fees

Enrollment Fee (New Students Only)	\$500.00
Tuition per Hour	\$140.00
Student Supply and Resource Fee	\$250.00

Typical Tuition Per Credit

85* hours x \$140.00 = \$11,900

* 85 hours/credit is a reasonable estimate
Actual hours may vary by student

Minimum # of hours for Humanities based classes/credit = 60 hours
Minimum # of hours for Math/Science based classes/credit = 72 hours

(The above tuition shall be invoiced and payable based on the number of hours scheduled each month by the student during the term of the enrolment)

Additional Fees

(These fees shall be invoiced for services requested beyond those specified in the enrollment agreement.)

Consulting Fee/Draft IEP	\$140.00	per hour
Written Academic Assessment Report	\$300.00	
Additional Progress Reports	\$200.00	

Dartmoor School Calendar 2020 - 2021

September 2020							October 2020							November 2020						
M	T	W	Th	F	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

December 2020							January 2021							February 2021						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31							

March 2021							April 2021							May 2021						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
														31						x

June 2021							July 2021							August 2021						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		22	23	24	25	26	27	28
														29	30	31				

 - School closure

Please consult the Dartmoor School online calendar for accuracy. The public calendar is available on the website: www.dartmoorschool.org