

ORIENTATION AND MOBILITY SERVICES AGREEMENT

Stanwood-Camano School District
Attn: Robert Hascall
26920 Pioneer Hwy
Stanwood, WA 98298
(hereinafter referred to as the District)

and

Washington State School for the Blind
(hereinafter referred to as the WSSB)

In consideration of the promises and conditions contained herein, the District and the WSSB do mutually agree as follows:

1.0 RESPONSIBILITIES OF THE WSSB

- 1.1 Provide an Orientation and Mobility Instructor for on-site consultation and/or direct services for District visually impaired student during the 2022-2023 school year.
- 1.2 The Orientation and Mobility Instructor shall be housed out of the WSSB with access to WSSB materials, phones, and equipment. District students with a visual impairment will have reasonable access to said equipment and materials for educational purposes on a temporary basis when those materials cannot be accessed through the Ogden Resource Center (ORC).
- 1.3 It will be the responsibility of the WSSB to assign an Orientation and Mobility Instructor who will coordinate specific service dates and times with the District.
- 1.4 The Orientation and Mobility Instructor shall provide training and technical assistance to District school personnel in regard to educational programming for students with a visual impairment.
- 1.5 The Orientation and Mobility Instructor will provide assistance in developing student's IEP.
- 1.6 The Orientation and Mobility Instructor will maintain a record of the interventions and/or time spent with child and/or staff.
- 1.7 Clerical assistance will be provided by the WSSB.
- 1.8 The Orientation and Mobility Instructor will have direct access to all teachers at the WSSB to assist with consultation of LEA's student.
- 1.9 The WSSB warrants that all staff members working directly with children have been fingerprinted, background checked and cleared with both Washington State Patrol (WSP) and the Federal Bureau of Investigation (FBI).
- 1.10 WSSB warrants that all staff members working directly within the District, or have association with the District, may have access to confidential and sensitive information regarding a child, family, or staff member. WSSB staff will comply with all Family Educational Rights and Privacy Act (FERPA). This federal law prohibits information from a student's educational record being released without prior written parent permission.

Orientation and Mobility Services Agreement

Stanwood-Camano School District/WSSB

Page Two

2.0 RESPONSIBILITIES OF THE DISTRICT

2.1 District agrees to pay WSSB as follows:

\$34,770.00 for setup of services, staffing, and access to up to 4 days per month of Orientation and Mobility (Direct Service, Prep/Telephone Time, and Travel Time). The district is responsible for the full amount, regardless of the number of days utilized.

Service to the agency will begin in August 2022 and continue through the end of the 2022-2023 school year. Service is provided at the daily rate of \$915.00. This rate includes a 7% administrative fee.

2.2 \$34,770.00 will be made in three equal installments according to the following chart:

<u>Service Dates</u>	<u>Bill and Due</u>
August, September, October, November,	December 2022
December, January, February, March	April 2023
April, May, June	July 2023

2.3 District staff will comply with all Family Educational Rights and Privacy Act (FERPA) as well as Health Information Portability and Accountability Act (HIPAA). These federal laws prohibits information from a child’s educational record(s), including medical, being released without prior written parent permission.

3.0 ASSIGNMENT

Neither this Agreement nor any interest therein may be assigned by either party without first obtaining the written consent of the other party.

4.0 TERMINATION

4.1 If either party fails to comply with the terms and conditions of this Agreement, the other party, upon 30 days prior written notice to the breaching party, may terminate this Agreement.

4.2 WSSB shall have the right to terminate this Agreement for convenience upon 30 days prior written notice.

4.3 WSSB shall have the right to terminate this Agreement in the event that funding becomes unavailable upon 30 days prior written notice.

5.0 LIABILITY

It is further understood that each party hereto accepts responsibility for claims, losses, defense, and expenses attributable to any act or permission on the part of itself, its employees, and agents arising from the performance under this contract.

Orientation and Mobility Services Agreement

Stanwood-Camano School District/WSSB

Page Three

6.0 INDEMNIFICATION

WSSB agrees to indemnify and hold harmless the District, its officers, agents and employees from any and all claims and losses resulting from the WSSB's performance of this contract, and from any and all claims and losses resulting to any person who may be injured or damaged by the negligent actions and/or conduct of the employees or agents of WSSB.

The District agrees to indemnify and hold harmless the WSSB, its officers, agents and employees from any and all claims and losses resulting from the District's performance of this contract, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of the District.

7.0 AMENDMENTS

In the event the legislature modifies funding impacting contract costs, the parties may re-negotiate fees and modify or amend this Agreement with mutual consent of both parties.

8.0 WHOLE AGREEMENT

The parties acknowledge that they have read and understand this Agreement, including any supplements, attachments and Addendums thereto, and do agree thereto in every particular. The parties further agree that this Agreement, together with all appendices, constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement. This agreement may be modified or amended with the mutual consent of the parties.

9.0 APPLICABLE LAW

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

10.0 CHANGE IN CIRCUMSTANCE

The parties acknowledge that both planned and unforeseen circumstances may prevent the provision of all the services anticipated by this Agreement. The parties acknowledge, by way of example, that an instructor may become unexpectedly ill and unable to provide the service. In such instances, best efforts shall be made to provide advance notice of circumstances where replacement services are not reasonably possible. In the event of an extended absence of a service provider and an inability to reasonably provide replacement services; the parties may re-negotiate fees and modify or amend this Agreement with mutual consent of both parties.

11.0 WAIVER AND SEVERABILITY

No provision of this Agreement or the right to receive reasonable performance of any act called for by its terms shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.

If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.

12.0 **EFFECTIVE DATE AND DURATION**

This Agreement shall commence in August 2022 and shall terminate in June 2023.

IN WITNESS WHEREOF, the WSSB and the District have executed this Agreement.

Stanwood-Camano School District

Washington State School for the Blind

Superintendent or Designee

Superintendent or Designee

Date _____

Date _____

Washington State School for the Blind complies with all state and federal rules and regulations and does not discriminate in employment or in client services because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. A copy of WSSB's nondiscrimination policy is available upon request

WA STATE SCHOOL FOR THE BLIND

**SERVICES CONTRACT
WSSB 22.100**

THIS CONTRACT is made and entered into by and between the WA State School for the Blind, hereinafter referred to as the "AGENCY", and Stanwood-Camano School District, hereinafter referred to as the "CONTRACTOR", for the express purposes set forth in the following provisions of this contract.

NOW THEREFORE, the AGENCY and CONTRACTOR mutually agree as follows:

SCOPE OF WORK

CONTRACTOR agrees to reimburse AGENCY not-to-exceed 4 nights of lodging for AGENCY's outreach teacher, while providing service to a student of the CONTRACTOR.

PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from August 15, 2022, or date of execution, whichever is later, through June 30, 2023, unless sooner terminated or extended as provided herein.

RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this contract shall be subject to and governed by the Special Terms and Conditions contained in the text of this contract instrument.

COMPENSATION AND PAYMENT

Lodging rates will be reimbursed in full. AGENCY will secure the State of Washington's Government Lodging Rate if available. CONTRACTOR agrees to reimburse all lodging costs including applicable tax and other standard hotel/motel fees. All lodging fees invoiced to the CONTRACTOR by the AGENCY will be supported by invoice copies. A 7% administrative fee will be assessed to each invoice. Rate is subject to change.

CONTRACTOR will pay AGENCY upon receipt of a properly completed invoice, which shall be submitted to the Contract Manager. Each invoice will clearly indicate the AGENCY Contract Number.

CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of the contract.

The Contract Manager for CONTRACTOR is:
Robert Hascall
pdeaton@stanwood.wednet.edu

The Contract Manager for AGENCY is:
Pam Parker
(360) 947-3304
Pam.Parker@wssb.wa.gov

CONTRACT CHANGES, MODIFICATIONS AND AMENDMENTS

This agreement may be changed, modified or amended only by written agreement executed by both parties.

TERMINATION

Either party may terminate this contract upon thirty (30) days written notice to the other party. In the event of termination of this contract, the terminating party shall be liable for performance rendered prior to the effective date of termination.

THIS CONTRACT, consisting of 2 pages is executed by the persons signing below who warrant that they have the authority to execute the contract.

Stanwood-Camano School District

WA State School for the Blind

Signature

Scott McCallum/Superintendent

Title Date

Title Date