

**CONTRACT FOR SERVICES
Bethel School District #403**

This contract for services (this "Contract") is made effective September 1, 2016 by and between Bethel School District of 516 176th Street East, Spanaway, Washington 98387 and Eatonville School District, 200 Lynch Street West, Eatonville, Washington 98328. In this contract, the party who is contracting to receive services will be referred to as "Eatonville School District" and the party who will be providing the services will be referred to as "Bethel School District."

1. **Description of Services.** Beginning on September 1, 2016 (pending board approval), the Bethel School District will provide the following services (collectively the "Services") for an Eatonville student.

Bethel School District will provide an appropriate educational program to the student. Bethel School District will work cooperatively and in good faith with the Eatonville School District to develop an IEP that meets Washington State compliance standards and safety net criteria. Educational and related services are provided by the Bethel School District. The Eatonville School District will complete an evaluation to determine the appropriate special and related services needed. An individualized educational plan will be formulated prior to the start of the school year by the Bethel School District in collaboration with the Eatonville School District. The student will receive the appropriate related services per the evaluation.

2. **Payment for Services.** In exchange for the Services, Eatonville School District will pay Bethel School District according to the following schedule:

To be paid in three installments (Fall – Winter – Spring):

Nurse:	\$71,200.00	Total for year not to exceed \$85,000.00
1:1 Para	\$31,136.00	Total for year not to exceed \$32,000.00
SLP:	\$5,772.23	Total for the year not to exceed \$6,500.00
OT:	\$5,185.91	Total for the year not to exceed \$6,500.00
Assessment:	\$5,000.00	Total for the year not to exceed \$10,000.00
Materials:	\$500.00	Total for the year not to exceed \$500.00

3. **Term.** This contract may be terminated by either party upon thirty (30) days prior written notice to the other party. In the case of a due process hearing, the student will remain in the Bethel School District.
4. **Confidentiality.** Bethel School District and its employees, agents or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Bethel School District, or divulge,

disclose or communicate in any manner, any information that is proprietary to Eatonville School District. Bethel School District and its employees, agents and representative will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this contract.

5. **Indemnification.** Bethel School District agrees to indemnify and hold Eatonville School District harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Eatonville School District that result from the acts or omissions of Bethel School District and/or Bethel School District agents, or representatives.
6. **Warranty.** Bethel School District shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Bethel School District community and region, and will provide a standard of care equal to, or superior to, care used by services providers similar to Bethel School District of similar projects.
7. **Remedies.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provisions, terms or conditions of this contract (including without limitation that failure to make a monetary payment when due), the other party may terminate the contract by providing written notice to the defaulting party. This notice shall have ten (10) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this contract.
8. **Entire Agreement.** This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between parties.
9. **Severability.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of the Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
10. **Amendment.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
11. **Governing Law.** This Contract shall be construed in accordance with the laws of the state of Washington.

12. **Notice.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
13. **Assignment.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Recipient:
Eatonville School District

Service Provider:
Bethel School District

Signature

Signature

Title

Title

Date

Date

