

Print ALL pages including BSD General Terms and ConditionsREF BSD # 1617-4040

School Year: 2016-17

BETHEL SCHOOL DISTRICT

CONTRACT FOR SERVICES

School or Department Name: Early Childhood Education

BETWEEN

Bethel School District #403

(Hereinafter referred to as District)

516 176th Street East

Spanaway, WA 98387-8335

AND

Agency/Individual: Eatonville School District

(Hereinafter referred to as CONTRACTOR)

Address: 200 Lynch Street W., Eatonville, WA 98328

Contact Name: Cristin Blaskowitz

Phone number: (360) 879-1000

Email: cristin_blaskowitz@eatonville.wednet.edu

I. PURPOSE (Must include What, Why, When and Where)

The purpose of this agreement is to provide Family Resource Coordination (FRC) services for its resident disabled children ages birth to three years.

II. COMMENCEMENT AND DURATION OF PERFORMANCE

The contract is in effect **September 1, 2016**, or the date the contract is signed by both parties, whichever is later. The District shall reimburse CONTRACTOR for those costs incurred in performance hereunder for that period between the beginning date of performance and the termination date of **August 31, 2017**.

III. PAYMENTS

The bulleted information is required:

- Payment Rate: **\$125.00 per student** (indicate with an X)
- Mileage/Travel costs (if applicable): **NA**
- Payment for services: (indicate with an X: *Billed quarterly, due within 30 days.*)

CONTRACTOR will be paid up to **\$125 per student**. The contract is not to exceed **\$15,000**.

IV. RESPONSIBILITIES OF THE CONTRACTOR

By accepting the contract, the CONTRACTOR agrees to perform the following functions and duties:

Eatonville School District is required by IDEA Early Intervention Part C Federal Regulations, to ensure that all children ages 0 to 3, residing within its boundaries shall have the opportunity for appropriate FRC Services at public expense and will participate in inter-district arrangements to secure such appropriate FRC Services opportunity for its resident disabled children. Family Resource Coordination will be completed on a yearly basis. Eatonville School District agrees to reimburse the Bethel School District for all costs not reimbursed by the State of Washington, or by any other specific grant. The Bethel School District will submit an invoice in the amount of \$125 a month per child to the Eatonville School District every month (to be paid quarterly) and other forms sorting forth the costs and expenses incurred by the Eatonville School District. The Eatonville School District will remit unto the Bethel School District within 30 days from receipt of invoice. The Eatonville School District will assume the liability to pay the Bethel School District for each student and also to assume any liability resulting from specific actions by the Eatonville School District.

V. RESPONSIBILITIES OF THE DISTRICT

In order to assist the CONTRACTOR in providing services, the District shall perform the following responsibilities:

All program staff and facilities for the cooperative shall be employed and situated within the boundaries of the Bethel School District. The Bethel School District will administer the FRC services in accordance with the rules and regulations of Bethel School District policies and practices. The Bethel School District reserves the right to review the placement of any child with representatives of Eatonville School District if after a reasonable trial period the program proves to be inappropriate. The review with Eatonville School District will include, but not be limited to (1) what is inappropriate with placement, (2) possible alternative placements (including the return of the student to sending district), (3) transition dates, and (4) adjustment to billing as a result of change.

VI. 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 this contract.

VII. LICENSING AND ACCREDITATION STANDARDS

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary to the performance of this contract.

VIII. INCORPORATION OF GENERAL TERMS AND CONDITIONS

Print ALL pages including BSD General Terms and Conditions REF BSD # _____

This contract includes and incorporates as if fully set forth herein the GENERAL TERMS AND CONDITIONS, which are attached hereto and marked "Attachment A."

WE THE UNDERSIGNED AGREE TO THE TERMS OF THE FOREGOING CONTRACT.

Bethel School District:

Contractor:

Sally Keelley
Signature (Building Administrator or Director)

Contractor Signature

Sally Keelley
Print Name

Print Name

9-8-14
Date (Month/Day/Year)

Date (Month/Day/Year)

SSN or Federal Tax ID Number

GENERAL TERMS AND CONDITIONS

Attachment A

1. **Alterations and Amendments.** This agreement may be amended only by mutual agreement of all parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
2. **Assignment.** Neither Bethel School District nor the Contractor shall assign this contract, either in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment permitted under this clause does not relieve either party from its duties or obligations under this contract.
3. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.
4. **Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify Bethel School District of the change. Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
5. **Confidentiality.** The Contractor acknowledges that student data, material and information which originates from this contract, and the student assessment data, material and information which will come into its possession in connection with performance under this contract, consists of confidential data owned by Bethel School District or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure.
6. **Disputes.** In the event that a dispute arises under this contract, the parties agree the dispute shall be submitted to a mediator in advance of litigation. After mediation has occurred, the prevailing party in any legal action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action, as determined by the court.
7. **Entire Agreement.** This written contract constitutes the mutual agreement of the Contractor and Bethel School 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.
8. **Governing Law.** This contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Pierce County.
9. **Independent Capacity.** The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his/her employees or agents performing under this contract are not employees or agents of Bethel School District. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the Bethel School District by reason hereof, nor will the Contractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.
10. **Indemnification/Hold Harmless.** Each party shall defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of injuries and damages cause by each party's own negligence.
11. **Insurance**
 - a. **Commercial General Liability.** The contractor shall provide Commercial General Liability insurance written on an occurrence basis with limit 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; and employer's liability.
 - b. **Proof of Insurance.** Certificates and or evidence satisfactory to Bethel School District confirming the existence, terms and conditions of all insurance required above shall be delivered to Bethel School District within five (5) days of the Contractor's receipt of a request for proof. The policy(ies) of insurance required to be maintained in accordance with this contract shall not be cancelled or given notice of non-renewal nor shall the terms and conditions thereof be altered or amended without thirty (30) days written notice being given to Bethel School District.

Bethel School District shall be named as an additional insured on the Contractor's policies as set forth above, and a copy of the endorsement naming Bethel School District as additional insured shall be attached to the Certificate of Insurance. Bethel School District reserves the right to receive a certified copy of all required insurance policies.

General Terms and Conditions

Attachment A

12. **Payments.** No payments in advance or in anticipation of services to be provided under this contract shall be made by Bethel School District. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported invoice for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this contract under Responsibilities of Bethel School District and (2) Acceptance and certification by Bethel School District of satisfactory performance by the Contractor.

Except as otherwise provided in this contract, (1) All approvable invoices for payment due to the Contractor shall be paid within thirty (30) calendar days of District approval for payment, and (2) All expenses necessary to the Contractor's performance of this contract shall be borne in full by the Contractor.

Contractor must submit invoices within 30 days of providing services. Invoices submitted after this date may be subject to non-payment.
13. **Registration with Department of Revenue.** The Contractor shall be registered with the Department of Revenue and be responsible for payment of all taxes due on payment made under this contract.
14. **Records, Documentation and Reports.** The Contractor shall maintain complete financial reports relating to this contract and complete records documenting the services rendered under the contract, including all books, records, documents, magnetic media, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract for five years after termination of this agreement. Upon termination, Bethel School District is entitled to full recovery of all Bethel owned equipment, books and other educational supplies.
15. **Access to Data.** The Contractor shall provide access to data generated under this contract to Bethel School District and the State Auditor at no additional cost. This includes, but is not limited to access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.
16. **Severability.** If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this contract that can be given effect without the invalid provision, and to this end, the provisions of this contract are declared to be severable.
17. **Subcontracting.** The Contractor shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of Bethel School District.
18. **Termination for Convenience.** Except as otherwise provided in this contract, Bethel School District Superintendent or Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Contractor. If this contract is so terminated, Bethel School District shall be liable only for payment required under the terms of the contract for services rendered or goods delivered prior to the effective date of termination. Contractor may terminate this contract with 30 days written notice.
19. **Compliance with Rules and Laws.** The parties shall comply with all laws, ordinances and regulations of governmental bodies applicable to the program as well as applicable local policies and procedures. Bethel School District is a tobacco free, drug free, and weapon free environment. All personnel shall conform to this policy at all times while on Bethel School District premises.
20. **Equal Employment.** Bethel School District is an equal opportunity employer and is covered by the Title VII of the Civil Rights Act of 1964, as amended, the Washington State Law against discrimination and Presidential Executive Order #11246. In entering this contract, vendors and suppliers assure Bethel School District that they will comply with aforementioned statutory provisions as required by law.
21. **Employees Convicted of Crimes Involving Children.** Contractor is to prohibit any employee from working at a public school who has contact with children at a public school during his or her employment and who has pled guilty to or been convicted of crimes as listed in RCW 28A.400.330. Failure to comply with this section shall be grounds for immediate termination of contract.
22. **Unsupervised Access to Students.** Any employee or agents of either party providing services who will also have unsupervised access to children shall be required to have successful completion of a background record check through the WA State Patrol and a disclosure statement regarding any other criminal involvement. Each party shall be responsible for their costs associated with the background checks.