

## AGREEMENT WSSB 20.140

Between

Bethel School District  
Attn: Chris Canino  
516 176<sup>th</sup> Street East  
Spanaway, WA 98387  
(Hereinafter referred to BSD)

And

Washington State School for the Blind  
2214 E. 13<sup>th</sup> Street  
Vancouver, WA 98661  
(Hereinafter referred to as WSSB)

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

1.0 RESPONSIBILITIES OF WSSB: WSSB will provide the following materials and services for Paige Drury a student from BSD:

1.1 Materials to include:

- Textbooks in format as appropriate to the students need
- Tactiles
- Manipulatives
- Teacher created materials
- Microsoft Lync/Skype for Business connection
- Copy of WSSB school calendar to classroom support person
- Textbooks and Tactiles must be returned to WSSB at the completion of instruction. BSD agrees to compensate WSSB the replacement cost of these items in the event they are not returned within 60 days.

1.2 Services

- 1 semester of Integrated Math/Geometry 2 taught by a Washington State Certified Math Teacher/TVI
- Training of student and para/TVI on Zoom, Google Classroom, or other technology
- Nemeth lessons to the student as appropriate and as pertains to subject being taught
- Grades delivered to person specified appropriate to receive them for transference to official transcripts (usually school or district counselor/registrar)
- Phone and online technical support from WSSB's IT Department
- Beginning and end dates for each year will be based on the calendar for WSSB
- Email access to the instructor of record will be provided to the Para/TVI, counselor/registrar
- Coordination of installation of Zoom software on student personal computer is necessary to ensure class attendance

## 2.0 RESPONSIBILITIES OF BSD

- 2.1 BSD agrees to pay WSSB for contracted services not to exceed Two Thousand Dollars (\$1,000.00) + a 7% administrative fee. Total = \$1,070.00. Payment of \$1,070.00 per semester is due at the beginning of September and January.
- 2.2 Subject to other contract provisions, the period of performance under this contract will be from January 25, 2021 through June 10, 2021, unless sooner terminated or extended as provided herein.
- 2.3 BSD will provide the following materials and services for Jaya Eastman:
- Para or TVI support in class with the student or, if determined by both BSD and WSSB that physical location is other than BSD (ie. home, medical facility) parent/guardian will agree to arrange appropriate support for the student.
  - Attendance records
  - IT support for local technology issues to coordinate with WSSB's IT
  - Access to registrar/counselor for coordination of schedule and transcript
  - Space for student to take class
  - Copy of BSD calendar
  - Computer with
    - Camera and microphone/speakers,
    - Software as needed to support student's accessibility needs
      - Perky Duck (if appropriate),
      - Assistive technology software (ie JAWS, Magic, etc),
      - Audio Graphing Calculator software
  - Materials as needed to support the student's accessibility needs, which may include:
    - BrailleNote 40 cell refreshable Braille display, Perkins Brailier, APH Orion T184 Talking Graphing Calculator
    - Graphing paper, cork boards, pins etc.

## 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 FOR BREACH

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.

## 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 their performance under this contract.

6.0 WHOLE AGREEMENT

The parties acknowledge that they have read and understand this Agreement, including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this Agreement, together with Exhibit A - General Terms and Conditions, constitute 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.

7.0 APPLICABLE LAW

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

8.0 WAIVER AND SEVERABILITY

WSSB reserves the right to cancel services if upon mutual agreement between the BSD and WSSB it is found that the subject is inappropriate for the student or if student's behavior or attendance issues interfere with the ability of the student to complete the course. Reimbursement of fees paid will be prorated.

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, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.

9.0 EFFECTIVE DATE AND DURATION

This Agreement shall commence January 25, 2021 and shall terminate June 10, 2021.

IN WITNESS WHEREOF, WSSB and BSD have executed this Agreement.

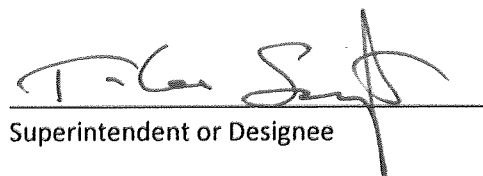
Washington State School for the Blind



Superintendent

8/16/21  
Date

Bethel School District



Superintendent or Designee

3-11-2021  
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, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability.*