

CONTRACT FOR EDUCATIONAL SERVICES

between

Lake Stevens School District
(Hereinafter referred to as "DISTRICT")
12309 22 St NE Lake Stevens, WA
98258

and

Pacific Learning Center NW (Hereinafter
referred to as "CONTRACTOR")

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

The general objective(s) of this contract are as follows:

The purpose of this agreement is to provide special education and/or related services for a DISTRICT-placed student(s) with a disability, where it has been determined by the Student's Individualized Education Program (IEP) Committee that placement at CONTRACTOR represents the appropriate and least restrictive environment for this student.

I. DUTIES OF CONTRACTOR

In order to accomplish the general objective(s) of this contract, CONTRACTOR shall perform the following specific duties to the satisfaction of DISTRICT's designee:

- A. Develop and/or modify an IEP for each Student in collaboration with DISTRICT representative, and hold IEP meetings only when DISTRICT and CONTRACTOR representatives and parents of the Student can be present.
- B. Provide a program, curriculum design, and appropriate resources for each Student to meet such Student's IEP goals, specifying evaluation criteria schedule and procedures, to the satisfaction of DISTRICT with documentation for specific learning activities and specific student access.
- C. Develop and provide each Student with learning activities, including the steps leading to those activities, and assessment of progress toward each Student's IEP goals.
- D. Provide supervision and support of each Student under the direction of certificated staff members for each learning activity, and document such services on forms used to record data gathered during the monitoring of student performance which are acceptable to DISTRICT.
- E. Provide evaluation of all learning activities for each Student. Design, develop, maintain, and produce, at a minimum, quarterly reports of student progress for each Student. Design, develop and maintain program master records for each Student, and

make such master records for each Student available to DISTRICT for review.

F.e Develop and operate a descriptive record-keeping system to monitor attendance,e specify behavior standards and describe methods with which behavior problems will be addressed, which, if implemented, must be noted on the IEP.e

G.e Notify DISTRICT in advance of the possible need for screening and evaluation of students who may need a revised IEP, any multidisciplinary team meeting, staffing or other meetings where program decisions or placement changes are to be discussed.e

H.e Provide, upon request by DISTRICT, written documentation of adequate facility and professional liability insurance to cover the Students and services described herein, which include, but are not limited to, insurance type and limits of coverage.e

I.e Provide a facility that meets the minimum state and local requirements for health and fire safety and which is acceptable to DISTRICT. Operate a program to ensure the health and safety of each student. Fire and life safety and health/safety inspections must be current with all noted findings corrected.e

J.e Students engaged in Work Study or Community Services programs, which are supervised by CONTRACTOR, shall meet the criteria established by DISTRICT in order to receive school credit.e

K.e If a Student is absent more than 4 days in a month, notify DISTRICT and offer a plan for improved attendance.e

L.e Maintain nonpublic agency approval from the Office of Superintendent of Public Instruction, including annual update requirements. CONTRACTOR shall also maintain compliance with all required nonpublic agency assurances for the length of this agreement including currency of CONTRACTOR's policies and procedures as outlined in Chapter WAC 392-172A-04080 through 392-172A-04095.e

M.e All specially designed instruction shall be provided, and/or supervised, by staff that meet and maintain Washington State certification and any State licenses required for practice.e

N.e Fully comply with all substantive and procedural requirements and limitations otherwise imposed upon public school districts by any state or federal constitutional, statutory, or administrative code provisions respecting any action or inaction that directly or indirectly affects or could affect a student or his/her parent(s) or custodian(s), or their property.e

O.e Respond to reasonable requests by DISTRICT for any documentation related to the Students and services provided under this contract.e

P.e Notify DISTRICT of any complaints regarding services, conditions, or treatment of Students. Such notification is not limited to formal written complaints to CONTRACTOR, but shall include complaints or concerns brought to the attention of CONTRACTOR by parents of the Students.e

Q.e Meet all terms outlined in ATTACHMENT A - GENERAL TERMS AND CONDITIONS TO CONTRACT FOR EDUCATIONAL SERVICES.e

II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE

This agreement shall commence on September 1, 2020 (the "Commencement Date") and be effective for a term of one (1) year. The agreement may be renewed for additional one (1) year terms.

Notwithstanding the foregoing, CONTRACTOR shall not commence performance, or be entitled to compensation or reimbursement for any services rendered, prior to the occurrence of each of the following conditions: (1) This contract must be executed by a representative of CONTRACTOR and DISTRICT; (2) This contract must be filed with, and approved by, the State of Washington Office of Financial Management, if and to the extent required by state personal service contract laws; and, (3) DISTRICT's designee must confirm the occurrence of conditions number one and two and notify CONTRACTOR to commence performance.

III. DUTIES OF DISTRICT

In consideration of CONTRACTOR's performance of the duties set forth herein, DISTRICT shall compensate and/or reimburse the expenses of CONTRACTOR as follows:

A.e CONTRACTOR shall be compensated at the rates per day and/or per hour which are specifically detailed in the attachment(s) to this contract. Except as expressly provided herein, all expenses necessary to CONTRACTOR's performance of this agreement shall be borne in full by CONTRACTOR. The total amount of compensation to be paid by DISTRICT to CONTRACTOR for the services provided under this contract shall be the sum of the amounts designated for each individual Student referenced in the attachment(s) to this contract.e

B.e There will be no additional reimbursement for travel, per diem, or other related costs except that provided in the Attachment(s).e

C.e No later than the fifteenth (15th) day of each month, CONTRACTOR shall submit an invoice to DISTRICT in a form acceptable to DISTRICT, requesting payment for services performed pursuant to this Agreement for the prior calendar month. The invoice shall include details regarding the services provided to each Student and the amount of compensation requested, including any reimbursement for expenses. The invoice shall be accompanied by any receipts and/or other documentation reasonably requested by DISTRICT to support CONTRACTOR's payment and/or reimbursement request.e

D.e DISTRICT shall remit payment for the invoice to CONTRACTOR within thirty (30) days of its receipt. All payments of compensation and expenses to CONTRACTOR shall be conditioned upon CONTRACTOR's:e

1. Submission of detailed vouchers which support the services, pursuant to this agreement, which have been rendered for student(s) and/or expenses incurred for which payment is requested, and

2.e Performance to the satisfaction of DISTRICT; PROVIDED, that approval shall not be unreasonably withheld.e

E.e Any date specified herein for payments(s) to CONTRACTOR shall be considered

extended as reasonably necessary to process and deliver a warrant for the amount(s), as per agreement between DISTRICT and CONTRACTOR.

F.e DISTRICT remains responsible for compliance with due process, IEP, annuale review and the determination of all services and determination of placemente requirements. DISTRICT will contact CONTRACTOR 60 days prior to the expiration of ae Student's IEP to schedule dates for the IEP meeting. DISTRICT will send the Student'se parent notice of IEP meeting prior to the IEP meeting.e

IV. INCORPORATION OF ATTACHMENTS

This contract includes and incorporates as if fully set forth herein the GENERAL TERMS AND CONDITIONS, which are attached hereto and marked "Attachment A," and each agreement entered into by the parties for individual Students, which shall be executed in the form marked "Attachment B" and attached hereto.

We the undersigned agree to the terms of the foregoing contract.

Lake Stevens School District	Pacific Learning Center NW
12309 22 nd St NE	14550 Westminster Way N
Lake Stevens, WA 98258	Shoreline, WA 98133
Teresa Main	Daniel Hanson
Assistant Superintendent	Director
425-335-1500	Ph#: 425.672.6805
425-335-1549	Fax#: 425.672.8867

Sign: Teresa Main

Date: 9-15-2020

Title:

Who certifies that he/she is DISTRICT identified herein, OR a person duly qualified and authorized to bind DISTRICT so identified in the foregoing Agreement.

Sign: [Signature]

Date: 9/17/2020

Title: Director

Who certifies that he/she is CONTRACTOR identified herein, OR a person duly qualified and authorized to bind CONTRACTOR so identified to the foregoing Agreement.

(Person authorized to sign)

Sign: Teresa Main

Date: 9-15-2020

ATTACHMENT A
GENERAL TERMS AND CONDITIONS TO CONTRACT FOR EDUCATIONAL SERVICES

1.e Access to Data. As permitted by applicable law, the CONTRACTOR shall provide access to any data/information generated under this Contract to the District, the District Superintendent's designee, or any State or Federal Auditor at no additional cost. This includes access to all information that supports this Contract.e

2.e Alterations and Amendments. This agreement may be amended only by mutual agreement of three parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.e

3. Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35. CONTRACTOR shall be responsible for compliance with the Americans with Disabilities Act of 1990, as now in effect or hereafter amended, and all rules and regulations issued thereunder (herein collectively referred to as the "ADA") and compliance with the ADA Accessibility Guidelines when carrying out the duties of this agreement. CONTRACTOR shall indemnify the District against any and all complaints and defend the District from all actions arising from the CONTRACTOR's negligence of compliance during the term of this agreement.e

4. Assignment. Neither District nor 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.e

5. Audit Requirements. If CONTRACTOR is a sub-recipient of federal awards as defined by the Office of Management and Budget (OMB) Circular A-133, CONTRACTOR shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The CONTRACTOR shall make their records available for review or audit by officials of federal agencies, the General Accounting Office and the Superintendent or designee. The CONTRACTOR shall incorporate OMB Circular A-133 audit requirements into all contracts between CONTRACTOR and its sub-recipients. The CONTRACTOR shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.e

NOTE: These requirements do not apply to "vendors" as defined in OMB Circular A-133 (those providing goods and services that are required for the conduct of the federal program.)

This Section 5 shall not apply to CONTRACTOR if CONTRACTOR is not a sub-recipient of federal awards as defined by the OMB Circular A-133.

6. 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. CONTRACTOR certifies that it shall not knowingly enter into an agreement with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency, for the performance of this agreement. CONTRACTOR shall provide immediate written notice to the District, if at any time, CONTRACTOR or any subcontractor is debarred, suspended, declared ineligible, or voluntarily excluded.e

7. Change in Status. In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of CONTRACTOR, CONTRACTOR agrees to notify District of the change.e CONTRACTOR shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.e

8. Confidentiality. CONTRACTOR acknowledges that all of the 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 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. 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. CONTRACTOR agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure.

9. Crimes Against Children. The CONTRACTOR shall prohibit any employee of CONTRACTOR, including subcontractors, from working at CONTRACTOR who has contact with children at said school during the course of his or her employment and who has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under RCW 9A.42, the physical injury or death of a child under RCW 9A.32 or 9A.367 (except motor vehicle violations under RCW 46.61), sexual exploitation of a minor under RCW 9.68, several offenses under RCW 9A.44 where a minor is the victim, promoting prostitution of a minor under RCW 9A.88, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the School District to immediately terminate the contract.

10.e Disputes. The parties will work together in good faith to resolve any disputes. If the parties are unable to resolve the dispute within 30 days following the date one party sent written notice of the dispute to the other party, the parties may agree to participate in non-binding mediation. In the event of any litigation relating to or arising out of this Agreement, the prevailing party shall be entitled to its costs of litigation, including reasonable attorneys' fees.

11. Entire Agreement. This written contract constitutes the mutual agreement of CONTRACTOR and 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.

12. Ethical Conduct. Neither CONTRACTOR nor any employee or agent of CONTRACTOR shall participate in the performance of any duty or service in whole or part under this contract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at chapter 42.52 RCW, RCW 42.17.130 and 41.06.250 prohibiting the use of public resources for political purposes.

13. 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 King County.

14. Independent Capacity. The parties intend that an independent relationship will be created by this contract. CONTRACTOR and his/her employees or agents performing under this contract are not employees or agents of District. CONTRACTOR will not hold himself/herself out as nor claim to be an officer or employee of District or of the state of Washington by reason hereof, nor will 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 CONTRACTOR.

15. Indemnification. The CONTRACTOR and District shall indemnify, hold harmless, and defend each other, its elected and appointed officials, employees, agents and staff from any and all claims, liabilities, damages, expenses, rights of action, directly or indirectly arising as a result of error, omission, or negligent act of the CONTRACTOR, subcontractors, or anyone directly or indirectly employed by them in the performance of this agreement.

16. Insurance.

a.e Worker's Compensation Coverage. CONTRACTOR shall at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes,

and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for CONTRACTOR's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such worker's compensation and occupational disease requirements shall include coverage for all employees of CONTRACTOR, and for all employees of any subcontract retained by CONTRACTOR, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this contract. Satisfaction of these requirements shall include, but shall not be limited to:

- 1.a Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;a
- 2.a Purchase worker's compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program as in "a" above, and/or;a
- 3.a Maintenance of a legally permitted and governmentally approved program of self-insurance for a worker's compensation and occupational disease.a

b.a **Automobile Insurance.** In the event that services delivered pursuant to this contract involve the use of vehicles, owned or operated by CONTRACTOR, automobile liability insurance shall be required.a The minimum limit for automobile liability is:a

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

c.a **Automobile Insurance.** In the event that services performed under this contract involve the use of a vehicles or the transportation of clients, automobile liability insurance shall be required. If CONTRACTOR'sa employees' vehicles are used, CONTRACTOR must also include under the Business Automobile policy Codea 9, coverage for "non-owned autos." The minimum limits for automobile liability is:a

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

d. **Public Liability Insurance.** CONTRACTOR shall at all times during the term of this contract, at itsa cost and expense, carry and maintain general public liability insurance, including contractual liability,a against claims for bodily injury, personal injury, death, or property damage occurring or arising outa of services provided under this contract. This insurance shall cover such claims as may be causeda by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives,a assigns or servants. The limits of liability insurance, which may be increased from time to time asa deemed necessary by District, with the approval of CONTRACTOR (which shall not bea unreasonably withheld), shall not be less than as follows:a

Each Occurrence	\$1,000,000
General Aggregate Limits (other than products-completed operations)	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$50,000

e.a **Proof of Insurance.** Certificates and/or evidence satisfactory to District confirming the existence,a terms and conditions of all insurance required above shall be delivered to District upon request. Thea policy(ies) of insurance required to be maintained in accordance with this contract shall not bea cancelled or given notice of non-renewal nor shall the terms and conditions thereof be altered ora amended without forty-five (45) days written notice being given to District.a

17. Licensing and Accreditation Standards. CONTRACTOR shall comply with all applicable local,a state, and federal licensing, accreditation and registration requirements/standards, necessary to thea

performance of this contract.

18. Non-Discrimination. CONTRACTOR shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to District. Accordingly, no person shall, on the ground of race, creed, color, national origin, sex, marital status, or the presence of any sensory, mental, or physical disability, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by CONTRACTOR and its agents under this contract. CONTRACTOR shall notify District immediately of any allegations, claims, disputes, or challenges made against it under the Americans with Disabilities Act. In the event of CONTRACTOR's noncompliance or a refusal to comply with this nondiscrimination provision, this contract may be rescinded, cancelled or terminated in whole or part, and CONTRACTOR may be declared ineligible for further contracts with District.

19.a Payments. No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by District, except as provided by law. All payments to CONTRACTOR are conditioned upon (1) CONTRACTOR's submission of a properly executed and supported voucher/invoice for a 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 Duties of the District, and (2) Acceptance and certification by District or designee of satisfactory performance by CONTRACTOR pursuant to Section III.D of the Contract for Educational Services of which this Attachment A is attached and made a part thereto.

Except as otherwise provided in this contract, (1) All approvable vouchers/invoices for payment due to CONTRACTOR shall be paid within thirty (30) calendar days of their submission by CONTRACTOR, and (2) Except as otherwise provided in the Agreement and/or Attachments thereto, all expenses necessary to CONTRACTOR's performance of this contract shall be borne in full by CONTRACTOR.

20.a Record Check. CONTRACTOR's, who will have regularly scheduled unsupervised access to children, and/or hire employees who will have regularly scheduled unsupervised access to children, shall perform a record check through the Washington State Patrol criminal identification system under RCW 43.43.830-43.43.834, 10.97.030 and 10.97.050, and through the Federal Bureau of Investigation before any services are rendered under this agreement. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. CONTRACTOR shall provide a copy of the record before any services are rendered under this agreement. The CONTRACTOR shall pay for the requirements set forth in this paragraph.

21. Registration with Department of Revenue. CONTRACTOR shall complete registration with the Department of Revenue, General Administration Building, Olympia, WA, 98504, and be responsible for a payment of all taxes due on payments made under this contract.

22. Rights in Data. Data that originates under this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by District. In the event any data which originates under this contract is not considered a "work for hire" under the U.S. Copyright laws, CONTRACTOR hereby, irrevocably assigns all rights, title, and interest in such data, including all intellectual rights, to District effective from the moment of creation of such data. Data shall include, but not be limited to, notes, minutes, reports, documents, pamphlets, articles, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, photographs, and other items in any format, form, or medium. Ownership includes ownership of all intellectual concepts and properties embodied in data, the right to copyright, patent or register data, and the right to transfer these rights.

Data which is delivered under this contract, but which does not originate hereunder, shall be transferred to District with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so: PROVIDED, that such a license shall be limited to the extent which CONTRACTOR has a right to grant such a license. CONTRACTOR shall exert all reasonable effort to advise District, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was

not produced in the performance of this contract. District shall receive prompt written notice of each notice or claim of copyright infringement received by CONTRACTOR with respect to any data delivered under this contract. District shall have the right to modify or remove any restrictive markings placed upon the data by CONTRACTOR.

23. Records, Documentation and Reports. CONTRACTOR shall maintain complete financial records 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. These records shall be subject to all reasonable times to inspection, review, or audit by personnel duly authorized by District, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement. CONTRACTOR will retain all books, records, documents, and other materials relevant to this contract for seven (7) years after the date of final payment by District, and make them available for inspection by persons authorized under this provision.

If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

24. Right of Inspection. CONTRACTOR shall provide right of access to its facilities to District or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract on behalf of District. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with CONTRACTOR's business or work hereunder.

25. 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 which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

26. Subcontracting. Neither CONTRACTOR nor any subcontractors shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of District. In no event shall the existence of the subcontract operate to release or reduce liability of CONTRACTOR to District for any breach in the performance of CONTRACTOR's duties. This clause does not include contracts of employment between CONTRACTOR and personnel assigned to work under this contract.

27. Termination for Convenience. Except as otherwise provided in this contract, either party may, by thirty (30) days written notice, 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 other party as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the other party. If this contract is so terminated, 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.

28. Termination for Default.

i.e. **By District.** District or District's designee may terminate this contract for default, in whole or in part, by written notice to CONTRACTOR of the cause for termination, which cause has not been cured (assuming such cure is possible) within thirty (30) days after CONTRACTOR's receipt of such written notice. District may terminate this contract for cause if District has a reasonable basis to believe that CONTRACTOR has:

- a. Failed to meet or maintain any requirement for contracting with District;
- b. Failed to ensure the health or safety of any student for whom services are being provided under this contract;
- c. Failed to perform under, or otherwise breached, any term or condition of this contract;

and/or
d.e Violated any applicable law or regulation.e

ii.e **By CONTRACTOR** - CONTRACTOR or CONTRACTOR's designee may terminate this contract for default, in whole or in part, by written notice to District of the cause for termination,e which cause has not been cured (assuming such cure is possible) within thirty (30) days aftere District's receipt of such written notice. CONTRACTOR may terminate this contract for cause ife CONTRACTOR has a reasonable basis to believe that District has:e

a.e Failed to meet or maintain any requirement for contracting with CONTRACTOR;e
b.e Failed to perform under, or otherwise breached, any term or condition of this contract;e
and/ore
c.e Violated any applicable law or regulation.e

29. Termination Due to Funding Limitations. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, District may, without advance notice and without liability for damages, terminate the contract under the "Termination for Convenience" clause. District and CONTRACTOR may, however,e renegotiate this contract under any such new funding limitations and conditions.e

30.e Termination Procedure. District shall pay to CONTRACTOR any and all compensation for services performed under the contract which were provided and/or performed prior to the termination date of the contract. Such compensation shall be paid in accordance with the compensation terms and procedures set forth elsewhere in the contract and attachments thereto.e

The rights and remedies of District and CONTRACTOR provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this contract.

After receipt of a notice of termination, and except as otherwise directed by District, CONTRACTOR shall:

- 1.e Stop work under this contract on the date and to the extent specified, in the notice;e
- 2.e Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;e
- 3.e Assign to District, in the manner, at the times, and to the extent directed by District, all rights, title, and interest of CONTRACTOR under the orders and subcontracts in which casee District has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;e
- 4.e Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of District to the extent District may require,e which approval or ratification shall be final for all the purposes of this clause;e
- 5.e Complete performance of such part of the work not terminated by District; ande
- 6.e Take such action as may be necessary, or as District may direct, for the protection and preservation of the property related to this agreement which, in is in the possession of CONTRACTOR and in which District has or may acquire an interest.e

31.e Survival of Terms. The provisions of this Attachment A shall survive the termination or expiration of the underlying contract for any reason, with the exception of Paragraph 16, 17, 24 and 26.e

**ATTACHMENT B
TO
CONTRACT FOR EDUCATIONAL SERVICES
Agreement Between**

**Lake Stevens School District
(Hereinafter referred to as "DISTRICT")**

AND

**Pacific Learning Center NW
(Hereinafter referred to as "CONTRACTOR")**

NAME OF STUDENT(S): Harley Bentz, Ryder Zielasko

DATE OF ATTACHMENT: September 15, 2020

CONTRACTED PERIOD: From: September 1, 2020 to June 30, 2021

This attachment is by and between Lake Stevens School District and CONTRACTOR.

The services provided are outlined in the attached agreement. Services are provided from September 1, 2020 through June 30, 2021. Invoices detailing services performed and dates of performance will be submitted to: payables@lkstevens.wednet.edu on a monthly basis.

Tuition cost: \$3,000 per month, per student (for 10 months September 2020 – June 2021)

Lake Stevens School District	Pacific Learning Center NW
12309 22nd St NE	14550 Westminster Way N
Lake Stevens, WA 98258	Shoreline, WA 98133
Teresa Main	Daniel Hanson
Assistant Superintendent	Director
Ph#: 425-335-1500	Ph#: 425.672.6805
Fax# 425-335-1549	Fax#: 425.672.8867

Sign: Teresa Main
Date: 9-15-2020
Title: Assistant Superintendent

Who certifies that he/she is DISTRICT
identified herein, OR a person duly
qualified and authorized to bind
DISTRICT so identified in the foregoing
Agreement.

Sign: [Signature]
Date: 9/17/20
Title: Director

Who certifies that he/she is CONTRACTOR
identified herein, OR a person duly qualified
and authorized to bind CONTRACTOR so
identified to the foregoing Agreement