



Contact:
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TO: Stanwood Camano School District Board of Directors

FROM: Robert Hascall, Executive Director of Special Services

SUBJECT: Professional Services Agreement

DATE: August 6, 2024

TYPE: Action Required

The purpose of this service agreement is to provide appropriate educational support services for students in the Stanwood-Camano School District that are not available within the district.

- Washington State School for the Blind; Orientation and Mobility Services Agreement for students in the district.

Recommendation:

We recommend that the board approve the service agreement with Washington State School for the Blind; Orientation and Mobility Services Agreement for the 2024-25 school year.

Every student is empowered to learn in an inclusive setting
and is prepared for the future of their choice.

www.stanwood.wednet.edu

ORIENTATION AND MOBILITY SERVICES AGREEMENT

between

Stanwood-Camano School District
(Hereinafter referred to as the District)

and

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

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

1.0 **RESPONSIBILITIES OF WSSB**

- 1.1 Provide an Orientation and Mobility Instructor for on-site consultation and/or direct services for District Blind/ Low Vision student(s) during the 2024-2025 school year.
- 1.2 The Orientation and Mobility Instructor shall be housed out of WSSB with access to WSSB materials, phones, and equipment. The Districts Blind/ Low Vision student 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 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 the Blind/ Low Vision student.
- 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 WSSB.
- 1.8 The Orientation and Mobility Instructor will have direct access to all teachers at WSSB to assist with consultation of LEA's student.
- 1.9 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.

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 District will begin in August 2024 and continue through the end of the 2024-2025 school year. Service is provided at the daily rate of \$915.00. This rate includes a 9% administrative fee.

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

<u>Service Dates</u>	<u>Bill and Due</u>
August, September, October, November,	December 2024
December, January, February, March	April 2025
April, May, June	July 2025

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.

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 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 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 **FORCE MAJEURE**

Neither party will be liable for failure or delay to perform obligations under this Agreement, which become practicably impossible because of circumstances that were unforeseeable and beyond the reasonable control of the applicable party. Such circumstances include, but are not limited to, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; and national or regional emergencies. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than ten (10) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All performance dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations, services and deliverable for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

13.0 **CRIMINAL RECORDS CHECK**

In accordance with RCW 28A.400.303, in the event that WSSB or its employees, agents, or contractors will have regularly scheduled unsupervised access to children, the employee, agent, or contractor will be required to undergo a record check through the Washington State Patrol criminal investigation system under RCW 43.43.830-.834, RCW 10.97.030, and RCW 10.97.050, and through the Federal Bureau of Investigation. The record check will include a fingerprint check using a complete Washington State criminal identification fingerprint card. This record check will occur before the individual is allowed access to District property and/or facilities where unsupervised access to children could occur. If the individual has undergone a record check meeting the requirements of RCW 28A.400.303 and this subsection within the previous two (2) years, the background check requirement may be waived. The District will not be responsible for any costs associated with the record check.

14.0 **CRIMES AGAINST CHILDREN**

In accordance with RCW 28A.400.330, employees, agents, and contractors of WSSB are prohibited from working at a District school if they have or may have contact with children at a public school during the course of their employment and have pleaded guilty to or been convicted of the crimes identified in RCW 28A.400.322. Any failure to comply with this section shall be grounds for the District immediately terminating the contract.

15.0 **COUNTERPARTS**

This contract may be execute in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this contract.

16.0 **ELECTRONIC SIGNATURES**

An electronic signature or electronic record of this contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this contract or such other ancillary agreement for all purposes.

17.0 **EFFECTIVE DATE AND DURATION**

This Agreement shall commence in August 2024 and shall terminate in June 2025.

IN WITNESS WHEREOF, 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