



Contact:

Dr. Fredrika Smith, Executive Director of Special Services

Stanwood-Camano School District

26920 Pioneer Highway, Stanwood, WA 98292

360-629-1236

fsmtih@stanwood.wednet.edu

TO: Stanwood Camano School District Board of Directors

FROM: Dr. Fredrika Smith, Executive Director of Special Services

SUBJECT: Professional Services Agreement

DATE: August 19, 2025

TYPE: Action Required

The attached agreement with Emerald Learning Center will provide specialized programs for students receiving special education services in an out-of-district placement for services not available in the district.

Recommendation:

We recommend the board move to approve the attached professional services agreement between Stanwood-Camano School District and Emerald Learning Center.

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

www.stanwood.wednet.edu

**AGREEMENT BETWEEN STANWOOD-CAMANO
SCHOOL DISTRICT AND PROFESSIONAL SERVICES CONSULTANT**

The “Effective Date” of this Agreement is:	<u>September 2, 2025</u>
<u>The “Parties” to this Agreement are</u>	
The “School District”:	Stanwood-Camano School District No. 401 26920 Pioneer Highway Stanwood, WA 98292
The “Consultant”: Name Billing address	Emerald Learning Center 10735 Willows Rd NE #110 Redmond, WA 98052
The “Consultant’s representative”:	Kylie Martin School Director
The “Project”:	Provide education services per IEP for Student, a resident of District, and a District placed student with a disability where it has been determined by the Student’s Individualized Educational Program (“IEP”) Team that placement at Emerald Learning Center beginning on <u>September 2, 2025</u> and represents the appropriate and least restrictive environment for Student(s). Emerald Learning Center provides an approved private school education for K-22 students using specially designed instruction and necessary related services to implement the IEP of each student and effectuate the school’s mission of providing an environment where the programs and services are customized around individual needs to it students are empowered to thrive.
The “Scope of Services”:	See Exhibit ‘A’ for “Services” I. Responsibilities of Emerald Learning Center II. Responsibilities of District III. Monthly Tuition Rate IV. Correspondences Under This Agreement
<u>The Consultant’s “Fee” (either):</u>	
Hourly, up to a not-to-exceed amount of:	
or Stipulated Sum:	\$145,000 (\$14,500 per month per student)
The “Date of Completion”:	<u>June 18, 2026</u>
<u>Minimum Required Insurance:</u>	
Commercial General Liability:	At least \$1 million per occurrence and \$2 million aggregate for personal injury, bodily injury and property damage
Automobile Liability:	At least \$1 million combined single limit and aggregate
Workers’ Compensation (industrial insurance):	At least the State statutory amount
Employer’s Liability:	At least \$1 million
Professional Liability:	At least \$2 million per claim and in the aggregate
Additional Insureds:	School District

The School District and Consultant agree as follows: (Include contract commencement and termination dates, also include extension options if any.)

TERMS AND CONDITIONS OF AGREEMENT

ARTICLE 1
CONSULTANT'S RESPONSIBILITIES
AND SERVICES

1.1 The Services consist of those performed by the Consultant, Consultant's employees, and Consultants subconsultants, if any, as enumerated in this Agreement and Exhibit 'A.' To the extent the requirements of this Agreement conflict with the terms of any exhibit or attachment, the terms of this Agreement shall control.

1.2 The Consultant represents that it is qualified and capable in all respects to perform the Services and has an established record of providing the type of services covered by this Agreement. Each person who performs the Services on behalf of the Consultant shall be experienced and qualified to perform the Services he or she performs, and the School District shall be entitled to rely on any assistance, guidance, direction, and advice provided by any such person. If requested by the School District, the Consultant shall remove from the Services, without cost to the School District or delay to the Services, any person whose removal the School District reasonably requests.

1.3 The Services shall be performed in a good, professional, and workmanlike manner, in accordance with the applicable standard of care, and with skill and diligence. The Consultant shall complete its Services by the Date of Completion specified on the cover page.

1.4 The Consultant's Representative specified on the cover page shall be responsible for and in charge of the Services. The Consultant's Representative shall not be changed for the duration of the Services without prior written approval from the School District.

1.5 At the time of performance, the Consultant shall be properly licensed, as required by applicable law, and properly equipped, organized, and financed to perform the Services. The Consultant shall also acquire and pay for (as part of Consultant's Fee) any and all permits required by applicable law for the Consultant to properly perform the Services. The Consultant is responsible for ensuring that its Services are performed in accordance with all applicable School District policies and procedures.

1.6 The Consultant shall, at no cost to the School District, promptly and satisfactorily correct any Services that are defective or not in conformity with the requirements of this Agreement. The obligation of the Consultant to correct defective or nonconforming Services shall not in any way limit any other obligations of the Consultant and is in addition to any and all other rights and remedies available to the School District under this Agreement or by law and shall in no event be construed or

interpreted as obligating the School District to make any correction of defective or nonconforming Services.

1.7 The Consultant accepts the relationship of trust and confidence between the Consultant and the School District established in this Agreement. The Consultant shall cooperate with the School District and its employees, and the School District's other consultants, contractors, subcontractors, suppliers, and others involved with or impacted by the Services, and shall use its best efforts to maintain a positive working relationship with each.

1.8 The Consultant shall be and operate as an independent contractor in the performance of the Services and shall have responsibility for all personnel performing the Services. The Consultant shall perform the Services in accordance with its own methods in an orderly and professional manner. In no event shall the Consultant be authorized on behalf of the School District to: (1) enter into any agreements; (2) waive any provisions of any agreements or receive or accept notice on behalf of the School District; (3) authorize any payments or accept or approve any documents, work, services, goods, or materials on behalf of the School District, or (4) act as or be an agent or employee of the School District.

1.9 The Consultant may designate and subcontract with subconsultants with the School District's prior written consent. The Consultant shall not subcontract with a subconsultant to which the School District has a reasonable objection. The Consultant shall incorporate the provisions of this Agreement and a scope of services consistent with its Services into its subcontracts, if any. Any subcontracting of any of the Services shall not relieve the Consultant from its responsibilities under this Agreement.

1.10 The Consultant agrees that it is subject to, and shall comply with, all federal and state laws and School District policies regarding the confidentiality of student information and student records, including, without limitation, compliance with the Family Educational Rights and Privacy Act (FERPA). Pursuant to FERPA, the Consultant understands and agrees that all student records received by the Consultant, its employees, and its agents remain under School District's control and shall be promptly provided to School District upon request. The Consultant shall return all such records to the School District upon termination of this Agreement.

ARTICLE 2
ADDITIONAL SERVICES

2.1 Additional Services, and any other services involving compensation beyond the Consultant's Fee, shall be provided if authorized in writing by the School District. The School District shall pay for Additional Services only to

the extent not caused by the errors, omissions, malfeasance, or negligence of the Consultant.

2.2 The Consultant shall not move forward in rendering Additional Services without the written permission of the School District. The Consultant shall notify the School District prior to providing any Services requiring an adjustment in the Consultant's Fee. Failure to provide such timely written notice before providing such Services shall be a waiver of any right to payment for Additional Services. If requested by the School District in writing, the Consultant shall proceed with such Additional Services even if the parties have not yet agreed to a change in compensation. If the School District deems that all or a part of such Additional Services are not required, the School District shall give prompt written notice to the Consultant, and the Consultant shall have no obligation to provide, and the School District shall have no obligation to compensate the Consultant for those Services.

ARTICLE 3 **SCHOOL DISTRICT'S RESPONSIBILITIES**

3.1 To the extent not already provided, the School District shall provide full information regarding requirements for and limitations on the Services, including the School District's objectives, schedule, constraints, and criteria, and will respond to any questions from the Consultant regarding such information.

3.2 The School District shall pay the Consultant the Consultant's Fee specified on the cover page, in accordance with Article 9, for the Consultant's proper performance of the Services.

ARTICLE 4 **USE OF CONSULTANT'S INSTRUMENTS OF SERVICE**

4.1 Any documents, reports, information, data, drawings, specifications, maps, models, photographs, studies, and/or other work product, including those in electronic form, prepared (whether completed or partial) by the Consultant and its subconsultants, if any, as a part of the Services are the Instruments of Service. The Instruments of Service shall become the joint property of the School District and Consultant and, unless otherwise provided, the Consultant shall be deemed the author of these Instruments of Service and shall retain all common law, statutory, and other reserved rights, including the copyright, to the extent not modified herein. To the extent necessary, the Consultant grants to the School District a non-exclusive license to use and reproduce at no additional cost the Instruments of Service for purposes of constructing, completing, using, maintaining, renovating, and/or adding to the Services. Reproducible copies of the Instruments of Service may be retained by the

School District and the School District is entitled to make and retain copies and reproduce them for its own use.

4.2 Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project are not to be construed as publication in derogation of the either parties' reserved rights.

4.3 Upon request by the School District, the Consultant shall provide electronic copies of its Instruments of Service, including AutoCAD, Word, Excel and similar files to the School District as part of Services.

ARTICLE 5 **DISPUTE RESOLUTION**

5.1 Any claim, dispute, or other matter in question between the School District and the Consultant, including Consultant's subconsultants, arising out of or related to this Agreement ("Disputes"), shall be exclusively subject to the following alternative dispute resolution procedure in an effort to reduce the incidence and costs of extended Disputes and as a condition precedent to the institution of legal or equitable proceedings by either party. This requirement cannot be waived except by an explicit written waiver signed by the School District and the Consultant.

5.2 The School District and Consultant shall endeavor to resolve Disputes through good-faith negotiation. If negotiations are not successful, each party shall continue to perform its obligations under this Agreement and the School District and Consultant shall endeavor to resolve such Disputes by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with the Washington Uniform Mediation Act and the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A request for mediation shall be filed in writing with the other party to this Agreement. If the parties are unable to select a mutually acceptable mediator within *thirty (30) days* of the request for mediation, the request may then be filed with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings.

5.3 A principal of the Consultant and the Superintendent or designee of the School District, both having full authority to settle the Dispute, must attend the mediation session. To the extent there are other parties in interest, such as subconsultants, contractors, subcontractors, and suppliers, their representatives, each with full authority to settle all pending disputes or claims, shall also be encouraged to attend the mediation session.

5.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Seattle, Washington, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

5.5 The Consultant and the School District mutually waive punitive and consequential damages, including, without limitation, all such damages due to either party's termination. This waiver does not, however, limit a party's ability to recover third-party damages caused by the other party.

ARTICLE 6 **TERMINATION AND SUSPENSION**

6.1 Suspension: If any undisputed amount remains due and owing after a period of *sixty (60) days* from the date the Consultant submits an invoice, the Consultant may cease performing Services until all undisputed monies due are paid in full. The Consultant will not incur any liability for damages due to delay as a result of stopping performance of Services due to the School District's failure to pay undisputed amounts for Services rendered.

6.2 Termination by the School District: The School District may, at its sole discretion, terminate all or a portion of the Services not then properly performed under this Agreement at any time with or without cause upon written notice to Consultant. All Instruments of Service shall thereupon become the property of the School District, and the School District shall indemnify and hold harmless the Consultant, its agents and employees, from any claims arising from the School District's subsequent use of the Instruments of Service after termination.

6.3 Compensation: In the event of a termination without cause, the School District shall be liable to the Consultant only for Services properly completed prior to termination; this compensation shall not exceed the percentage of total Services properly completed at the time of termination multiplied by the Consultant's Fee.

ARTICLE 7 **MISCELLANEOUS PROVISIONS**

7.1 This Agreement shall be governed by the internal law of the State of Washington, without regard to its choice-of-law provisions.

7.2 The School District and Consultant waive all rights against each other and against the contractors, subconsultants, agents, and employees of the other for damages, to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the Contract for

Construction. The School District and Consultant each shall require similar waivers from their contractors, subconsultants, agents, and employees.

7.3 The School District and Consultant bind themselves, and their partners, successors, assigns, and legal representatives, to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the School District nor the Consultant shall assign this Agreement without the written consent of the other.

7.4 This Agreement represents the entire and integrated agreement between the School District and Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the School District and the Consultant.

7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the School District or the Consultant.

7.6 The Consultant's Services shall be performed in accordance with generally accepted standards of professional practice, any applicable statutory or regulatory standards, and the terms and conditions of the Agreement. The Consultant shall be solely responsible for the safety of its own personnel, equipment, agents, independent contractors, and subconsultants, and shall be solely responsible for public health, safety, and welfare related to or arising from its acts or omissions at the site. The Consultant understands and agrees that it shall abide by all federal, State, and local laws and requirements, including without limitation those related to worker and site safety laws and regulations.

7.7 The School District reserves the right to contract with other consultants, contractors, subcontractors, and suppliers for services.

7.8 The Consultant certifies that it, and its employees and subconsultants, as applicable, are not prohibited from working at a public school site or from having unsupervised contact with children during the course of their employment and have not pled guilty to nor been convicted of any of the crimes listed in RCW 28A.400.322. Pursuant to RCW 28A.400.303, the Consultant and its employees and subconsultants providing Services who will have unsupervised access to children are required to have successfully completed a background record check through the Washington State Patrol Criminal Identification System and through the Federal Bureau of Investigation in accordance with RCW 43.43.830 through .834,

RCW 10.97.30 and RCW 10.97.50. The Consultant shall provide the School District with the background check results prior to such individuals performing Services on site. Failure to comply with this Section shall be grounds for the immediate termination of this Agreement for cause.

7.9 To the extent required by applicable law and as requested by the School District, the Consultant shall comply, and shall assist the School District in complying, with the Washington Public Records Act, Chapter 42.56 RCW. In addition, the Consultant agrees, on behalf of itself and its subconsultants of any tier, that the invocation of any rights under RCW 42.56 by the Consultant or a subconsultant of any tier at any time shall initiate an equivalent right to disclosures from the Consultant and Subcontractors of any tier for the benefit of the School District.

7.10 The Consultant shall comply with all applicable provisions of Chapter 49.60 RCW, the Washington Law Against Discrimination, and shall not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in addition to complying with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; the Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended.

7.11 Certification Regarding Debarment: The Consultant certifies that neither the Consultant nor any of its principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts, by any Federal governmental agency or department. For the purposes of this certification, “principals” refers to the officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity. The Consultant shall provide immediate written notice to the School District if, at any time during the term of this Agreement, the Consultant learns that its certification was erroneous when made or has become erroneous by reason of a changed circumstance. The Consultant’s certification is a material representation upon which the School District has relied in entering into this Agreement. Should the School District determine, at any time during the term of this Agreement, that this certification is false, or should it become false due to changed circumstances, the School District may immediately terminate this Agreement for cause.

ARTICLE 8
INSURANCE AND INDEMNIFICATION

8.1 INSURANCE: The Consultant shall, at its sole cost and expense, secure and maintain at least the insurance types and limits identified on the cover page, on an occurrence basis, to protect the School District, its

successors, assigns, and the respective directors, employees, and agents of each of the foregoing (such as by naming them as additional insureds), from and against any and all claims, losses, harm, costs, liabilities, damages, and expenses arising from the Consultant’s Services.

8.1.1 The Consultant shall maintain professional liability insurance (errors and omissions) from the Effective Date through *six (6) years* after the Date of Completion, with limits of at least those identified on the cover page, for claims that may result in any way from Consultant’s negligent performance of its obligations under this Agreement.

8.1.2 All such insurance shall be placed with insurers and under such forms and limits of policies as may be reasonably acceptable to the School District. Within *ten (10) days* of execution of this Agreement and annually thereafter, the Consultant shall deliver to the School District certificates of insurance (including renewal or replacement certificates), bearing all required endorsements, acceptable to the School District and signed by the insurer or its authorized representative, certifying that the policies are in full force and effect. The policies shall not be canceled or materially changed without the Consultant providing the School District with at least *thirty (30) days’* prior notice of such cancellation or change. The School District, and any additional parties identified on the cover page, shall be named as additional insureds on all applicable policies. The foregoing requirements as to insurance and acceptability to the School District of insurers and insurance to be maintained by the Consultant shall not in any manner limit or qualify the liabilities or obligations assumed by the Consultant under this Agreement.

8.2a INDEMNIFICATION: The Consultant hereby releases and agrees to defend, indemnify, and hold the School District, its successors and assigns, and the School District’s Board, directors, officers, agents, and employees of each of the foregoing (“Indemnified Parties”) harmless, from and against: (1) any and all claims of third parties; and (2) losses, harm, costs, liabilities, damages, and expenses arising or resulting from such claims of third parties, including attorneys’ fees, costs, and others litigation expenses (“damages”), to the extent arising out of or in connection with any willful misfeasance, bad faith, or negligence in, or reckless disregard of: (i) the performance of the Services by, (ii) the obligations of, or (iii) the acts or omissions of the Consultant or any of its subconsultants of any tier, their respective successors and assigns, the directors, officers, employees, and agents of each of them, or anyone acting on the Consultant’s behalf in connection with this Agreement or its performance (the “Indemnifying Parties”); PROVIDED, however, that the Consultant is not required to so defend, indemnify, or hold harmless any of the Indemnified Parties against claims or damages caused by or resulting from the sole negligence of the Indemnified Parties; and PROVIDED

FURTHER that if such claims or damages are caused by or result from the concurrent negligence of the Indemnified Parties and the Indemnifying Parties then the Consultant's defense, indemnity, and hold harmless obligations hereunder shall be limited to the proportionate extent of the negligence of the Indemnifying Parties.

8.2b MUTUAL INDEMNIFICATION: In turn, the School District hereby releases and agrees to defend, indemnify, and hold the Consultant, its successors and assigns, and the Consultant's Board, directors, officers, agents, owners and employees of each of the foregoing ("Indemnified Parties") harmless, from and against: (1) any and all claims of third parties; and (2) losses, harm, costs, liabilities, damages, and expenses arising or resulting from such claims of third parties, including attorneys' fees, costs, and others litigation expenses ("damages"), to the extent arising out of or in connection with any willful misfeasance, bad faith, or negligence in, or reckless disregard of: (i) the performance by, (ii) the obligations of, or (iii) the acts or omissions of the School District or any of its subconsultants of any tier, their respective successors and assigns, the directors, officers, employees, and agents of each of them, or anyone acting on the School District's behalf in connection with this Agreement or its performance (the "Indemnifying Parties"); PROVIDED, however, that the School District is not required to so defend, indemnify, or hold harmless any of the Indemnified Parties against claims or damages caused by or resulting from the sole negligence of the Indemnified Parties; and PROVIDED FURTHER that if such claims or damages are caused by or result from the concurrent negligence of the Indemnified Parties and the Indemnifying Parties then the School District's defense, indemnity, and hold harmless obligations hereunder shall be limited to the proportionate extent of the negligence of the Indemnifying Parties

8.2.1 In claims against any person or entity indemnified under this Section 8.2 by an employee of the Consultant, any of its subconsultants of any tier, anyone directly or indirectly employed by them or anyone for whose

acts they are liable, the obligations under this Section 8.2 shall not be limited by the amount or type of damages, compensation or benefits payable by or for the Consultant or a subconsultant under workers' compensation acts, disability benefit acts, or other employee benefit acts. After mutual negotiation of the parties, the Consultant expressly waives immunity as to the School District under Title 51 RCW, "Industrial Insurance."

ARTICLE 9 **PAYMENTS TO CONSULTANT**

9.1 PROGRESS PAYMENTS ON ACCOUNT OF SERVICES: Progress payments are due and payable to the Consultant within *sixty (60) days* of receipt of the Consultant's invoice, provided that the Consultant is entitled to payment as provided in this Agreement

9.1.1 Consultant's invoices shall include the description and value of Services completed during the previous month, the percent of Services completed through the previous month, and the balance of Services remaining. Invoices, including Reimbursable Expenses, shall be accompanied by receipts or records documenting those expenses. Invoices for Additional Services, as authorized under Article 2, shall be accompanied by supporting information, such as time sheets or invoices, as necessary to substantiate the Additional Services.

9.2 CLAIMS: If the Consultant believes that it is entitled to any additional compensation, such as payment for which the Consultant considers to be Additional Services, the Consultant shall timely notify the School District in writing of such claims for compensation as provided in Section 2.2. Failure of the Consultant to timely provide such written notification to the School District shall constitute a waiver of the Consultant's rights to seek additional compensation. In no event shall the Consultant have the right to seek such additional compensation from the School District after acceptance of final payment by Consultant for Services.

SCHOOL DISTRICT

CONSULTANT

By: _____
(Signature)

Ryan Ovenell

(Printed name)

Superintendent

(Title)

(Date)

(Purchase Order No.)

(Account Code)

By: _____
(Signature)

(Printed name)

(Title)

(Date)

(Social Security or **Tax ID** #)

EXHIBIT A
Scope of Services

I. RESPONSIBILITIES OF EMERALD LEARNING CENTER

1. In order to fulfill its obligations under this Agreement, Emerald Learning Center, an authorized entity, shall perform the following specific duties:
 - a. Develop and/or modify an IEP for the Student in consultation with District representatives that provides a description of the opportunities for the student to meet a program of basic education that meets the goals of public education set forth in RCW 28A.150.210, in accordance with an individual assessment of the Student's strengths and needs and, if applicable, a description of the opportunities for Student to meet high school graduation requirements or earn a high school equivalency certificate.
 - b. Design a program curriculum with appropriate resources for the Student(s) to meet IEP goals.
 - c. Deliver periodic progress reports describing how Student(s) is meeting personalized learning outcomes at least once per academic term or in accordance with the Student's Individualized Education Program, quarterly report cards, and yearly transcripts, if applicable, to the District.
 - d. Notify the District and develop an improvement plan if the Student demonstrates a pattern of poor attendance.
 - e. Comply with all applicable Federal, State, and local laws, and State and District rules regarding the protection and release of student records.
2. Emerald Learning Center acknowledges that it is responsible for full reimbursement to the District of any overpayments determined to have been made by the District.
3. Emerald Learning Center acknowledges that it is required to maintain a list of all staff members providing education and related services to Student, and a copy of the license that qualifies each staff member to provide such services. This information is available upon request; please contact Principal for this information.
4. Emerald Learning Center will ensure it employs or contracts with at least one licensed teacher with a special education endorsement.
5. Emerald Learning Center will ensure staff are regularly trained on:
 - Constitutional rights of students.
 - Civil rights of students.
 - Educational rights of students with disabilities, including the relationship of disability to behavior and best practices for interacting with students with disabilities.
 - Child and adolescent development.
 - Trauma-informed approaches to working with children and youth.
 - Cultural competency, diversity, equity, and inclusion. This category includes best practices for interacting with students from particular backgrounds, including English learner, LGBTQ, immigrant, female, and nonbinary students.
 - Requirements of the Federal Family Educational Rights and Privacy Act (FERPA), including limits on access to and dissemination of student records for noneducational purposes.
 - Recognizing and responding to student mental health issues.

- Isolation and restraint. This includes training on compliance with the requirements set forth at RCW 28A.600.485.
6. The District and Emerald Learning Center have clearly established each entity's respective responsibilities and processes for student data collection and reporting. Emerald Learning Center collects data on an ongoing basis to assess each student's growth and attainment towards their IEP goals and towards graduation requirements. Data is shared regularly with families and districts and informs both instruction and the creation of new IEP goals.
 7. Complaints brought to the attention of Emerald Learning Center that relate to Student(s), including without limitation complaints regarding the education, services, conditions, or treatment of Student(s), will be promptly submitted to the District.
 8. Emerald Learning Center will respond to requests for information required by the District or the Washington Office of the Superintendent of Public Instruction ("OSPI").
 9. Emerald Learning Center acknowledges that it must comply with student isolation and restraint requirements under RCW 28A.600.485.
 10. Emerald Learning Center will notify OSPI and every district with which it contracts of any major program changes that occur during the authorization period, including the addition or elimination of services or changing the type of programs available to students.
 11. If any conditions would affect Emerald Learning Center's ability to continue to provide the contracted services, Emerald Learning Center will notify OSPI, every school district with which it contracts, and every parent or guardian of affected students.
 12. Emerald Learning Center will notify OSPI and every school district with which it contracts of any complaints it receives regarding services to students, as well as any law enforcement incident reports involving Emerald Learning Center and its enrolled students.
 13. Emerald Learning Center will comply with relevant Washington state and federal laws that are applicable to the District.
 14. Emerald Learning Center will cooperate with the District in meeting its responsibilities under law, including it conducting of site visits, monitoring staffing qualifications and levels, and ensuring that procedural safeguards are sufficient to provide a safe and appropriate learning environment.

II. RESPONSIBILITIES OF DISTRICT

1. The District will provide OSPI the opportunity to review this Agreement and related documentation upon request.
2. In consideration of Emerald Learning Center's satisfactory performance of the duties set forth herein, the District shall compensate and/or reimburse the expenses of Emerald Learning Center as follows:
 - a. The District shall follow Emerald Learning Center's instructional schedule on Emerald Learning Center's 2025-26 SY School Calendar as related to the Student(s).
 - b. Emerald Learning Center shall be compensated on a monthly basis at the rates specifically detailed in the monthly tuition rate set forth herein.
 - c. All payments of compensation and expenses to Emerald Learning Center shall be conditioned upon Emerald Learning Center's:

- 1) Submission of detailed invoices which support the services rendered to the Student and/or expenses incurred for which payment is requested. Approval of such documentation by the District shall not be unreasonably withheld.
- d. The District remains responsible for compliance with due process, IEPs, annual reviews, and the determination of placement and services requirements.

III. MONTHLY TUITION RATE

1. The monthly tuition rate is incorporated and made a part of this agreement.
2. This Agreement may be changed, consistent with the law, at any time by mutual written agreement of District and Emerald Learning Center.
3. This Agreement may be terminated by either party, by providing thirty (30) days' notice to the other party or immediately upon withdrawal of Student(s) from the District.
4. In the event of termination, Client hereby agrees to pay tuition to Emerald Learning Center for the prorated attendance during the enrollment period.
5. In the event of termination, and if Emerald Learning Center has been paid for services that will not be delivered, Emerald Learning Center shall immediately refund to District an amount equal to the prepaid services that will not be delivered.
6. Both parties will provide equal opportunities for all persons without regard to race, color, religion, national origin, handicaps, age, marital status and sex.
7. This Agreement constitutes the mutual agreement of Emerald Learning Center and the District in whole. No alteration or variation of the terms of this Agreement, and no oral understandings or agreements not incorporated herein in writing shall be binding.

IV. CORRESPONDENCES UNDER THIS AGREEMENT

District contact:

Dr. Fredrika Smith
Executive Director of Special Services
Stanwood-Camano School District
360-629-1236; 360-965-8262
fsmtih@stanwood.wednet.edu

Emerald Learning Center contact:

Kylie Martin
School Director, Redmond Campus
Emerald Learning Center
(c) 206-294-6234
jenelle@Emeraldlearningwa.com