

AGREEMENT FOR EDUCATIONAL SERVICES
2017-2018 SCHOOL YEAR

In accordance with state and federal laws and regulations and in order to provide appropriate services to students with disabilities, this Agreement is hereby entered into between the parties listed below:

A. Names of Parties Involved:

Contractor: Wiggles and Giggles Preschool
City of Kennewick
409 S. Dayton
Kennewick, WA 99336

School District: Special Services Department
Kennewick School District
1000 W. 4th Ave.
Kennewick, WA 99336

B. Nature and Purpose:

It is the purpose of this Agreement that the Contractor, Wiggles and Giggles preschool, will provide a general education preschool program experience to children ages three through five years old who reside within the District's and City of Kennewick's boundaries and are referred by the school district team.

The school district will provide specially designed instruction and therapeutic services to the students who are recommended by the district for the Wiggles and Giggles preschool program. These children must reside within affiliated school district boundaries and be referred and/or approved by the school district; and who qualify as delayed per Section 34 CFR 303 – Part C of the Individuals with Disabilities Education Act, as amended.

C. Representations of the Contractor:

The Contractor represents and certifies that:

- a. The Contractor is a non-profit entity properly registered and licensed as such under the laws of the State of Washington.
- b. All employees of the Contractor who will have unsupervised access to children shall, prior to rendering services under this Agreement, successfully complete a records check through the Washington State Patrol Criminal Identification System.
- c. Employees of the Contractor who provide classroom teaching instruction to the children under this Agreement shall, prior to rendering services under this Agreement, have had appropriate training to provide services in said early childhood program.
- d. Employees of the Contractor will be subject to following FERPA and other appropriate records/confidentiality requirement.

D. The Contractor Shall Provide:

The Contractor represents and warrants to the District that it will conduct an early childhood program providing preschool children with a general education community preschool experience.

The program shall include:

- a. A community based preschool experience.
- b. Qualified staff with a ratio of 2 adults for 16 students.
- c. Monthly billing to the school district for all approved students.
- d. Material and equipment necessary to meet the early childhood program needs.
- e. Attendance records.

E. The school districts shall provide:

- a. Case management services for each identified student.
- b. One adult who will carry out specially designed instruction for identified students.
- c. Individualized Educational Program (IEP) development.
- d. All specially designed instruction and related services as provided for in the IEP.
- e. Prompt reimbursement of monthly costs.
- f. Unique equipment and materials required for identified students.
- g. Transportation services for all identified students.
- h. School district calendar.

F. Program Coordination:

Services provided by the Contractor shall be coordinated with the District, as mutually agreed upon, to ensure programs are directed toward established educational goals and objectives. A close working relationship shall be maintained to ensure that all contracted services provided are in accordance with the contract conditions.

G. Student Reports:

The school district shall provide all progress reports, summaries, and data relating to the programs of the students served under this Agreement. These may include:

- a. Trimester progress reports.
- b. All IEP paperwork.
- c. All assessment paperwork.
- d. All education records as defined by Family Educational Rights and Privacy Act (FERPA).

H. Location and Setting:

The program services provided under the terms of this contract shall be housed in the District facility, at 409 S. Dayton, Kennewick, WA 99336 Phone: 585-4421

The District certifies that the facility complies with all local, state and federal ordinances, laws, codes and regulations for the operation of the program at that location and shall, throughout the term of this Agreement, comply with all such requirements. The District shall, at its sole expense, protect, defend and hold the Contractor harmless from any and all violations thereof by the District, its agents or employees.

The District shall provide right of access to its facilities to the Contractor, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government at all times, in order to monitor and evaluate performance, compliance and /or quality assurance under this Agreement.

The District is responsible for facility maintenance, repairs, upkeep of the facility and grounds, snow removal, custodial services, and all utility costs associated with the facility.

I. Administration of Program:

The Contractor's Director or designee shall work with the School District's designee to organize and implement the services provided under this contract.

1. The District's representative shall be the Assistant Director of Special Services or his/her designee, from the School District's Special Services Department.
2. The Contractor's representative shall be the Executive Director of Employee & Community Relations or her designee as approved by the School District.
3. The Contractor's Director or designee shall be available at all times during the normal working hours of each school working day throughout the term of this Agreement.

J. Student Records:

The School District and the Contractor shall maintain accurate and complete records of its programs pursuant to this Agreement. For each child enrolled under this Agreement, the records shall include, but not be limited to the evaluation report, goals and objectives, child attendance records, and child progress notes or reports.

The Contractor agrees that it shall comply with all federal and state nondiscrimination laws, regulations and policies, in addition to all KSD policies related to student records of which the Contractor is made aware. The Contractor shall strictly comply with FERPA and policies of the District protecting the confidentiality of all student records.

K. Stipend:

The School District agrees to pay the Contractor \$ 50 per student per 7 week enrollment period, up to but not exceeding a total of 36 weeks per school year.

If a student is enrolled for less than a full school year, the reimbursement shall be prorated based upon the months or partial months the student was enrolled.

After one calendar month of non-attendance, a student shall be dropped from the program. If the family contacts the District and space is available, services may be reinstated.

The Contractor shall bill the District monthly with the first billing due on or before October 12th, with each successive billing to be received on the 12th of each month thereafter. These billings shall include such information as is necessary for the District to determine the exact nature of the students served. Each bill shall be submitted to the District's Special Services office and shall be processed and paid in the normal course of the District's accounting procedures.

L. Indemnification and Insurance:

The Contractor shall defend, protect and hold harmless the District or any employees thereof from and against all claims, suits or actions arising out of the Contractor's acts or failures to act which are libelous or slanderous, result in injury to persons or property, violate a right of confidentiality, or use or reproduce material of any kind which constitutes an infringement of any copyright, patent, trademark or trade name.

The Contractor shall, prior to the commencement of services hereunder, make available to the District its insurance policies showing professional and personal injury liability insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and general comprehensive public property and liability coverage of not less than One Million Dollars (\$1,000,000) per occurrence, including automobile bodily

injury and property damage coverage. The coverage provided shall, in addition to coverage for all professional services provided by the Contractor, protect against all claims for personal injury, bodily injury (including illness, disease and death), and property damage or loss caused by an occurrence or omission arising out of or in consequence of the performance under this Agreement by the Contractor or its employees or agents. The Contractor shall maintain such coverage without interruption throughout the term of this Agreement.

M. Termination:

The District may terminate this Agreement immediately and without notice for any reason which, in its sole discretion, jeopardizes the safety or well-being of any student or students. The District may also terminate this Agreement any failure on the part of the Contractor to maintain proper licensing and certification of its facilities and staff or insurance as required herein.

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon 90 days written notification. If this Agreement is so terminated, the terminating party shall be liable for performance in accordance with the terms of this Agreement prior to and until the effective date of termination.

N. Disposition of Records upon Termination:

Upon expiration or termination of this Agreement, the Contractor shall retain full responsibility for all debts and liabilities incurred while providing services under the terms of this Agreement. The District assumes no responsibility other than to pay the Contractor for the services actually provided to the District's satisfaction under the terms of this Agreement. Upon early termination of this Agreement, the District shall pay the Contractor only for the adjusted number of actual enrollment days during the effective term of the Agreement. All records held by the Contractor for individual children, including education and medical records, are the property of the District and shall be delivered to the District upon termination of services to the child or termination or expiration of this Agreement, whichever occurs first. Student records shall follow the students when they enter the resident school district program.

O. Term of Agreement Review:

The initial term of this Agreement shall be from August 30, 2017-June 30, 2018.

This Agreement may be reviewed at any time during the duration of the Agreement by mutual consent of the School District and the Contractor, but not less than once prior to March 1st of the current contractual year.

Each party agrees that this contractual Agreement is one school calendar year but that program development and long range planning are necessary. Therefore, each party agrees to announce their participation for each succeeding school year no later than March 1st of the current contractual year.

P. Legal Provisions:

1. Each party represents that it has the authority to enter this Agreement.
2. The parties agree that, for all purposes hereof, the place of the signing of this Agreement shall be deemed to be Benton County, Washington. The venue of any dispute hereunder shall be proper only in the Superior Court of Benton County, State of Washington. The laws of the State of Washington shall govern this Agreement.
3. This Agreement represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

4. If any provision of this contract violates any statute, regulation or rule of the laws of the State of Washington, such provision is considered modified to conform to that statute, regulation or rule of law. If such construction is not feasible, the violating provision shall be severed from this Agreement, and the remainder of the Agreement shall remain in effect to the extent legally possible.
5. Time is of the essence to this Agreement.
6. All references in this Agreement to the Contractor shall also include its employees and agents.
7. Neither this Agreement nor any claim arising under this Agreement shall be transferred or assigned by the Contractor.
8. Waiver of any default or noncompliance by either party shall not be deemed to be a waiver of any subsequent default or noncompliance and shall not be construed as a modification of the terms of this Agreement unless otherwise stated in writing by an authorized representative of the District.


Q. Suspension or Debarment:


The contractor also assures that Wiggles and Giggles/City of Kennewick has not been suspended or debarred from conducting business with state or federal agencies. To certify that Wiggles and Giggles/City of Kennewick is eligible to participate in this contract, the attachment will be signed and forwarded to the school district prior to commencing services.

T. Signatures of Authorized School and Contractor Officials:


 _____ 9/21/17
 Matthew Scott Date
 Director of Special Services
 Kennewick School District


 _____ 9/21/17
 Becca Anderson Date
 Special Services Coordinator
 Kennewick School District


 _____ 9/21/2017
 Lisa Beaton Date
 Kennewick City Attorney


 _____ 9/25/17
 Terry Walsh Date
 Director, Employee and Community Relations
 City of Kennewick

ATTACHMENT I

**Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion - Lower Tier Covered Transactions**

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

- (1) The prospective recipient of Federal funds certifies, by submission of proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective recipient of Federal funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization/Company Name

Address

Name and Title of Authorized Representative

Signature of Authorized Representative

Date