

ORIENTATION AND MOBILITY SERVICES AGREEMENT

between

Stanwood-Camano School District
26920 Pioneer Hwy
Stanwood, WA 98292
(hereinafter referred to as the District)

and

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

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

1.0 RESPONSIBILITIES OF THE WSSB

- 1.1 Provide an Orientation and Mobility Instructor for on-site consultation and/or direct services for District visually impaired student during the 2019-2020 school year.
- 1.2 The Orientation and Mobility Instructor shall be housed out of the WSSB with access to WSSB materials, phones, and equipment. District students with a visual impairment 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 the 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 students with a visual impairment.
- 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 the WSSB.
- 1.8 The Orientation and Mobility Instructor will have direct access to all teachers at the WSSB to assist with consultation of LEA's student.
- 1.9 The 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.

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2.0 RESPONSIBILITIES OF THE DISTRICT

- 2.1 District agrees to pay the WSSB for contracted services not to exceed \$1,872.00 as detailed on the attached Addendum A and considered a part of this Agreement. Service to the district will begin in August 2019 and continue through the end of the 2019-2020 school year.
- 2.2 Payment will be made in three installments according to the contract amount billed per fiscal quarter due and payable according to the following chart:

<u>Service Dates</u>	<u>Bill and Due</u>
August, September, October, November	December 2019
December, January, February, March	April 2020
April, May, June	July 2020

- 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 the 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 actions and/or conduct of the employees or agents of WSSB.

The District agrees to indemnify and hold harmless the 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.

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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 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.

11.0 EFFECTIVE DATE AND DURATION

This Agreement shall commence August 2019 and shall terminate June 2020.

IN WITNESS WHEREOF, the 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.

Addendum A

To

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between

Stanwood-Camano School District

and

Washington State School for the Blind

Detail of Amounts to be Billed to District

Hours of Orientation and Mobility Instructor including:
(Direct Service, Prep/Telephone Time, and Travel Time (to and from district):

2.25 day(s) per Year at \$832.00 a day = \$1,872.00

TOTAL AMOUNT OF CONTRACT: \$1,872.00