



TO: Board of Directors  
FROM: Robert Hascall, Director of Special Services  
SUBJECT: Contract for Educational Service Provider  
DATE: July 7, 2020  
TYPE: Action Needed

The purpose of this agreement is to provide mutually agreed upon Extended School Year services to be provided by:

1. Dartmoor School

Recommendation: To approve the contract with the service provider listed above for the 2019-20 school year.

**DARTMOOR SCHOOL**  
**SCHOOL DISTRICT/NON-PUBLIC AGENCY AGREEMENT**

This agreement is made and entered into between the

**Stanwood Camano School District**

26920 Pioneer Hwy  
Stanwood, WA 98292  
360- 629-1200

(hereinafter referred to as the “District”)

and

**DARTMOOR SCHOOL**

2800 Northup Way, Suite 110  
Bellevue, WA 98004  
425-885-6296

(hereinafter referred to as the “Agency”)

Student:

[REDACTED]

(hereinafter referred to as the “Student”)

Agreement made to be effective  
**July 6, 2020 to August 31, 2020**

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

**I. PURPOSE AND OBJECTIVE**

The general purpose and objective of this agreement is to provide Special Education services pursuant to Chapter 392-172A WAC for appropriately referred students.

**II. RESPONSIBILITIES OF THE AGENCY**

In order to accomplish the general objective of this agreement, the Agency shall perform the following specific duties:

1. Provide a program and curriculum design that will be offered to each student to meet IEP goals and specific course completion requirements.

2. Provide, in accordance with Chapter 392-172A WAC, student learning activities, including the assessment and prescriptive functions leading to those activities.
  - a. Instruction shall be at the Student's instructional level, as determined by a review of records provided by the District and assessments conducted by the Agency.
  - b. Instruction shall be provided in a one-to-one setting
  - c. Instructional content shall meet state standards
  
3. Provide specified number of instructional hours per week (See Addendum A – Enrollment agreement) at a time mutually agreed to by District, Agency, and Student's family. The instructional schedule shall follow the District's School Calendar, except that:
  - a. Agency will be closed and not provide instruction on Fridays.
  - b. Agency will not provide instruction on holidays observed by Agency.
  - c. Upon request of District, Agency will provide instruction during school breaks, when Agency is open.
  - d. Agency shall not make up holidays or non-attendance days as established by the District.
  - e. If the Agency is closed and the student cannot attend on a given day (except Fridays) due to the Agency's closure, the Agency shall either provide a make-up day for the student at no cost to the District or reimburse the District for that day.
  
4. Develop and operate an accountability program to monitor attendance.
  - a. Attendance will be reported to the District monthly.
  - b. In the event the Student does not attend Agency when scheduled, Agency shall not provide make-up days.
  - c. If student fails to attend five scheduled attendance days during the month, Agency shall immediately notify the District.
  
5. Develop and operate an accountability program to monitor academic and behavioral progress.
  - a. Progress toward IEP goals shall be reported to the District quarterly, based on the District's school year calendar.
  - b. Significant academic or behavioral concerns shall be reported to the District immediately.
  - c. Agency shall issue a transcript upon completion of instruction. Credit shall be awarded based on Student meeting requirements as listed on the Student Enrollment Form.
  
6. Provide Student supervision as follows:
  - a. The Special Education Coordinator will develop the curriculum of study, will attend IEP meetings, and will be responsible for the student's overall program at the Agency.
  - b. Instructor(s), as selected by the Special Education Coordinator and/or the Campus Manager, will supervise Student and deliver the instruction on a daily basis at Agency.

7. Provide reasonable opportunities for communication between District designee and the Agency's Special Education Coordinator.
  - a. Face-to-face conference appointments shall be scheduled at least one week in advance.
  - b. There shall be no additional fee for conference appointments.
  - c. Email and phone communication shall be responded to within 2 business days.
8. Comply with all applicable federal, state and local laws, and state and District rules including:
  - a. Maintain Non-Public Agency approval by the Washington State Office of the Superintendent of Public Education ("OSPI")
  - b. Maintain compliance with all assurances required by the OSPI for the length of this contract.
  - c. Meet required health and safety standards.
  - d. Meet Special Education requirements, under the supervision of the District
  - e. Conduct criminal history background checks (including fingerprinting) of all employees with potentially unsupervised access to Student.
  - f. Provide equal opportunities for all persons without regard to race, color, religion, national origin, handicaps, age, marital status, and sex.
  - g. The protection and release of student records.
9. Provide adequate insurance to cover the operation described herein.

### **III. RESPONSIBILITIES OF DISTRICT**

1. Remain responsible for compliance with due process, IEP development, annual review, and the determination of all services and placements.
2. Monitor the program for the Student through observations and/or consultation with staff. Any observation by District representatives shall be scheduled at least 48-hours in advance with Agency.
3. District will determine the Student's courses at Agency, the academic credit to be earned at Agency, and the number of hours and/or content the Student must complete to earn credit.

### **IV. TERMS OF AGREEMENT**

1. District agrees to enroll Student at Agency under the terms and agreements of Student Enrollment Agreement (Addendum A) as provided by Agency. District shall sign the Enrollment Agreement on behalf of Student and comply with the terms of said agreement.

2. Charges and reimbursement under this Agreement will be as follows: Tuition and Fees will be invoiced monthly in arrears by Agency and paid by District within thirty (30) days of the invoice date. If payment is not received by the due date, Agency may charge a Billing Fee equal to 5% of the unpaid amount and interest of 1% per month for the past due amount.
3. An NPA Tuition and Fee Schedule (Addendum B) is attached to and made part of this agreement. This Fee schedule shall apply in the event of the District requests services that are in addition to the scope of services herein agreed to between District and Agency.
4. An Estimated Cost Calculation agreement is in Addendum A and made part of this agreement.
5. Agency shall hold Student's final transcript until all tuition and fees have been paid by District.
6. In the event the hours of instruction are changed by mutual agreement between District and Agency during any given month of the Agreement, the tuition for that month shall be prorated based on the number of instruction hours per week and the date of the change in the number of instruction hours per week. The Agency shall submit an amended Enrollment Agreement and Estimated Cost Calculation agreement to the District to reflect the changes. The amended agreements are to be attached and made part of this agreement.
7. In the event the District requests the Agency write a DRAFT IEP that will include present levels of educational performance, progress updates, measurable annual goals, and accommodations/modifications for an annual review, which shall be approved and finalized by the District additional fees shall be applied per the NPA Tuition and Fee Schedule (Addendum B).
8. Placement of the Student with Agency will be reviewed at least annually by the District based upon quarterly reports, measured progress toward meeting IEP goals, and a review of the conditions for which the original Agreement was issued.
9. This agreement can be changed, consistent with the law, at any time by mutual written agreement of District and Agency.
10. This Agreement may be terminated by either party under the following conditions:
  - a. By providing thirty (30) days written notice to the other party.
  - b. Immediately upon withdrawal of Student from District.
  - c. Immediately upon Agency determining that Student is a threat to the safety of staff or others.
11. In the event of termination, District hereby agrees to pay tuition to Agency for the prorated attendance during the enrollment period, as identified by the Student Enrollment

Agreement(s) attached to this agreement. If Agency has been paid for services that will not be delivered, Agency shall immediately refund District an amount equal to the prepaid services that will not be delivered.

12. Both parties will provide equal opportunities for all persons without regard to race, color, religion, national origin, disabilities, age, marital status and sex.
13. District and Agency agree to indemnify each other, and their respective officers, employees, and agents, for any injury or claim, arising out of any act or omission by their own officers, employees, or agents, related to this agreement. This indemnity includes the duty to defend. Furthermore, both parties agree to hold each other harmless to any claims between them or their officers, employees, or agents, related to this agreement, except for claims based on the sole gross negligence of one party.
14. Agency must be approved by OSPI for this Agreement to be valid.

## **V. ADDENDUMS**

The following Addendums are attached hereto and made a part hereof:

- A. Student Enrollment Agreement with Education Plan and Estimated Cost Calculation
- B. NPA Tuition and Fee Schedule
- C. District-Agency-Student Calendar

**This agreement shall commence and terminate as stated on page 1 with the exception of termination compliance to Section IV, parts 10 and 11.**

**In witness whereof, the District and the Agency have executed this agreement as of the date recorded below.**



**Elizabeth Vanderburg**  
**NPA/Special Education**  
**Coordinator Dartmoor School**  
2800 Northup Way, Suite 110  
Bellevue, WA 98004 Phone:  
425-885-1159  
Fax: 425-885-1137  
npa@dartmoorschool.org

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**Lloy Schaaf, Ed.D.**  
**Asst Supt of Teaching & Learning**  
Stanwood-Camano School District  
26920 Pioneer Hwy  
Stanwood WA 98292  
Phone: 360-629-1200

**DARTMOOR SCHOOL**  
**SCHOOL DISTRICT/NON-PUBLIC AGENCY AGREEMENT**  
**ADDENDUM A**

Student Name: [REDACTED]  
Grade: 11th  
Campus: Bothell Campus  
School District: Stanwood Camano School  
District

**DESCRIPTION OF SERVICES PROVIDED**

One-to-one instruction at student's instructional level.

Agreement Period: 07/06/2020 to 08/31/2020

Days: Monday-Thursday

Instructional Hours per Week: 16

Criteria for earning credits: Meeting the course requirements with a grade of 70% or higher, while working toward IEP goals.

Subject: Algebra 1 Credit(s): 1  
Hours per week: 4 Duration: Approximately 10 months

Subject: English 10 Credit(s): .25  
Hours per week: 4 Duration: Approximately 10 months

Subject: Biology Credit(s): 1  
Hours per week: 4 Duration: Approximately 10 months

Subject: US History Credit(s): 1  
Hours per week: 4 Duration: Approximately 10 months

**DESCRIPTION OF CHARGES FOR CONTRACTED SERVICES**

Total Tuition for services described above:

<b>Dartmoor School</b>									
<b>Tuition and Fee Calculation - NPA Agreement</b>									
<b>2020 ESY</b>									
<b>Student:</b>	[REDACTED]						<b>DOB:</b>	[REDACTED]	
<b>District:</b>	Stanwood-Camano					<b>Campus:</b>	Bothell		
<b>Start Date:</b>	7/6/20					<b>Enrollment Date:</b>	6/2/20		
<b>End Date:</b>	8/31/20					<b>Enrolled By:</b>	Liz Vanderburg		
	School Days	Student Hours	Total Hours	Hourly Tuition	Monthly Tuition	Fees Description	Fees Amount	Total Tuition & Fees	
<b>Month</b>	<b>Per Month</b>	<b>Per Day</b>	<b>Per Month</b>	<b>Tuition</b>	<b>Tuition</b>	<b>Description</b>	<b>Amount</b>	<b>&amp; Fees</b>	
<b>July</b>	16	4	64	\$137.00	\$8,768.00	Enroll	\$500.00	\$9,268.00	
<b>August</b>	17	4	68	\$137.00	\$9,316.00		\$0.00	\$9,316.00	
<b>Total</b>	<b>33</b>	<b>N/A</b>	<b>132</b>	<b>N/A</b>	<b>\$18,084.00</b>		<b>\$500.00</b>	<b>\$18,584.00</b>	
<b>Comments:</b>									

Signed By:

\_\_\_\_\_  
Lloy Schaaf, Asst Supt of Teaching & Learning

\_\_\_\_\_  
Date



**SCHOOL DISTRICT/NON-PUBLIC AGENCY AGREEMENT**

**ADDENDUM B**

**NPA TUITION AND FEE SCHEDULE  
2019-20 SCHOOL YEAR**

**Required Fees**

Enrollment Fee (New Students Only)	\$500.00
Tuition per Hour	\$137.00

**Typical Tuition Per Credit**

$$85^* \text{ hours} \times \$137.00 = \$11,645$$

\* 85 hours/credit is a reasonable estimate  
Actual hours may vary by student

Minimum # of hours for Humanities based classes/credit = 60 hours  
Minimum # of hours for Math/Science based classes/credit = 72 hours

(The above tuition shall be invoiced and payable based on the number of hours scheduled each month by the student during the term of the enrolment)

**Additional Fees**

Consulting Fee/Draft IEP	\$140.00 per hour
Written Academic Assessment Report	\$300.00
Additional Progress Reports	\$200.00

(The above fees shall be invoiced for services requested beyond those specified in the enrollment agreement.)

**Payment Terms**

Fees and tuition will be invoiced each month at the completion of each month's services. Invoiced fees and tuition are due and payable 30 days after the invoice is issued. If payment is

not received in our office by the due date, Dartmoor may charge a Billing Fee equal to 5% of the unpaid amount and interest of 1% per month for the past due amount. This fee schedule is effective September 1, 2019 – August 31, 2020

### Dartmoor School Calendar 2019 - 2020

<p style="text-align: center;"><b>September 2019</b></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th></tr> </thead> <tbody> <tr><td></td><td>1</td><td style="background-color: red;">2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td style="background-color: blue;">13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> <tr><td>28</td><td>29</td><td>30</td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	Su	Mo	Tu	We	Th	Fr	Sa		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30					<p style="text-align: center;"><b>October</b></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th></tr> </thead> <tbody> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td style="background-color: yellow;">4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td style="background-color: orange;">18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr> </tbody> </table>	Su	Mo	Tu	We	Th	Fr	Sa			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			<p style="text-align: center;"><b>November</b></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr> <tr><td>10</td><td style="background-color: red;">11</td><td>12</td><td>13</td><td>14</td><td style="background-color: blue;">15</td><td>16</td></tr> <tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> <tr><td>24</td><td>25</td><td>26</td><td style="background-color: red;">27</td><td style="background-color: red;">28</td><td>29</td><td>30</td></tr> </tbody> </table>	Su	Mo	Tu	We	Th	Fr	Sa						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30							
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**Red = School closure**

**Orange = Training**

**Blue = Campus Manager Meeting and Training**

**Yellow = Campus Manager Meeting**

**Cyan = Campus Manager Bunker Day**

*Please consult the Dartmoor School online calendar for accuracy. The public calendar is available on the website: [www.dartmoorschool.or](http://www.dartmoorschool.or)*