

**SERENDIPITY CENTER, INC.**  
**2016 – 2017 School Year**  
**K-12 Therapeutic School Contract**  
**with**  
**WOODLAND SCHOOL DISTRICT**

Agreement between the WOODLAND SCHOOL DISTRICT and SERENDIPITY CENTER INC. P.O. BOX 33350 Portland, Oregon 97292-3350 PHONE: 503.761.7139 FAX: 503.761.7917

This agreement is effective on 9/1/2016 for the dates from 9/1/2016 through 6/30/2017.

WOODLAND SCHOOL DISTRICT agrees to:

1. Provide Student records, as outlined on SERENDIPITY CENTER'S referral forms, at least one week prior to initial screening.
2. Have a representative of the WOODLAND SCHOOL DISTRICT present at the initial screening, annual IEP meetings and any other meeting convened at the request of any member of the IEP team.
3. Provide the name, title, phone number and address of the person responsible for payment of invoices.
4. Provide SERENDIPITY CENTER with any statewide assessment forms appropriate for each student enrolled during the statewide assessment testing window. WOODLAND SCHOOL DISTRICT will communicate assessment results with the parent/guardian and also provide those results to SERENDIPITY CENTER.
5. Pay SERENDIPITY CENTER **FOUR THOUSAND FIVE HUNDRED SIXTEEN DOLLARS (\$4,516) per month** per student enrolled in a traditional therapeutic classroom. Pay **SEVEN THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$7,560)** per month per student placed in the COMMUNICATION CLASSROOM. Charges for tuition will not begin until students have registered in the district and placement in SERENDIPITY CENTER has been approved. Tuition will be pro-rated for partial months at the time of enrollment or discharge. Tuition for students who are on a partial-day schedule will be billed for full tuition if they are scheduled to attend 14 or more hours per week and half tuition if they are scheduled to attend less than 14 hours per week.
6. Pay SERENDIPITY CENTER **THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200) per month** for a Skills Trainer assigned to a student with the prior approval of WOODLAND SCHOOL DISTRICT.
7. If a student's IEP indicates speech/language services, WOODLAND SCHOOL DISTRICT may either provide the services or pay for the indicated services to be provided by a Serendipity Speech and Language Pathologist. If WOODLAND SCHOOL DISTRICT elects to have Serendipity provide the S/L services, the charges will be included on monthly invoice(s) and **billed at a rate of twenty-five dollars (\$25 ) per 15-minute unit** for both push-in and pull-out services. Please initial one of the following options:

\_\_\_\_\_ WOODLAND SCHOOL DISTRICT will provide Speech/ Language services as indicated on student IEP(s).

\_\_\_\_\_ WOODLAND SCHOOL DISTRICT would like Speech/ Language services indicated on student IEP(s) to be provided by a SERENDIPITY CENTER Speech and Language Pathologist and agrees to pay for those services as noted above.

8. Provide psychological evaluation services for the purpose of establishing continued eligibility or appropriate new eligibilities for students attending SERENDIPITY CENTER. WOODLAND SCHOOL DISTRICT will be responsible for conducting any initial evaluation and/or three-year re-evaluations for WOODLAND students placed at SERENDIPITY CENTER.
9. Provide transportation services to/from the school in a manner appropriate for the student, which may include school bus, public transportation tickets or passes or cab. On occasion, when a student is ill or for any reason must be sent home during the school day, and parents are not available to transport, Serendipity Center will assume responsibility for the costs of a taxi cab. If WOODLAND SCHOOL DISTRICT's provided transportation is unable or unwilling to provide scheduled transportation for any reason, the cost of alternative transportation will be reimbursed to SERENDIPITY CENTER by WOODLAND SCHOOL DISTRICT.
10. Indemnify, defend and hold harmless SERENDIPITY CENTER from and against all liability, loss and costs arising out of or resulting from any negligent acts, tortuous acts or failure to comply with the terms of this agreement by WOODLAND SCHOOL DISTRICT, its officers, employees and agents in the performance of this Agreement.
11. Noncompliance with any rule or statute may result in the termination of this agreement.

SERENDIPITY CENTER agrees to:


1. Provide a program of instruction and employ staff in compliance with the requirements of the Oregon Department of Education as a private alternative school under OAR 581-15-2270.
2. In addition to the instructional program, SERENDIPITY CENTER will provide mental health assessment and school based treatment services to support referred students in successfully accessing their education to the extent possible.
3. Comply with federal and state laws regarding non-discrimination in hiring, enrollment or access to SERENDIPITY CENTER'S programs as outlined in OAR 581-021-0045.
4. SERENDIPITY CENTER agrees to perform criminal records/background checks on all employees and to comply with OAR 581-22-1730.
5. SERENDIPITY CENTER will provide documentation of compliance with all standards for private alternative schools during the annual district evaluation.
6. Comply with all federal and state special education law and provide education and related services as outlined in the IEP developed with a School District Representative present.

7. Review the Student's IEP prior to entering the program, and after initial placement conduct reviews annually as required by state and federal law. SERENDIPITY CENTER will draft the subsequent IEPs and invite the WOODLAND SCHOOL DISTRICT representative.
8. Provide student assessment information to establish ongoing eligibility for special education. SERENDIPITY CENTER will provide classroom work samples, academic assessments, observations, and complete behavioral and observational surveys when requested by WOODLAND SCHOOL DISTRICT.
9. SERENDIPITY CENTER will designate a Test Coordinator who will:
  - Attend Test Administration and Security training from a District Test Coordinator;
  - Read and understand Parts I-VIII and all of the appendices of the 2016-17 Test Administration Manual;
  - Make every attempt to assure that all students participate in testing in accordance with the 2016-17 Test Administration Manual and School Test Coordinator Guidelines;
  - For students with disabilities, follow testing instructions outlined in IEP;
  - Provide copies of signed test assurances to District Test Coordinator PRIOR to the start of testing.
10. Conduct statewide assessments for all WOODLAND SCHOOL DISTRICT students enrolled during the statewide assessment testing window and submit assessment to WOODLAND SCHOOL DISTRICT assessment staff for scoring.
11. Maintain confidentiality of student records for each student and forward to district upon student's leaving the program or upon district request. Records shall include student course history, credits earned, attendance, health records and report cards. Report cards or progress reports shall be submitted to the district at least annually for each student.
12. Provide withdrawal report, including disenrollment, graduation, GED attainment or other reasons for exiting SERENDIPITY CENTER'S program to WOODLAND SCHOOL DISTRICT Student Services Department.
13. Immediately notify the WOODLAND SCHOOL DISTRICT representative if student is in jeopardy of suspension in excess of two days, expulsion or termination and comply with state law consistent with procedural requirements of IDEA for students with an IEP.
14. Immediately notify WOODLAND SCHOOL DISTRICT representative if parent requests information about or notifies the school that the parent intends to file a complaint or request a due process hearing from the Oregon Department of Education regarding a student on an IEP.
15. Report monthly to WOODLAND SCHOOL DISTRICT the students' attendance and notify the district representative if a student has five days of absence in any month. If a student has 10 or more consecutive days of non-excused absences, the student will be dropped from enrollment. Re-enrollment must be approved by WOODLAND SCHOOL DISTRICT.
16. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, SERENDIPITY shall indemnify, defend and hold harmless WOODLAND SCHOOL DISTRICT from and against all liability, loss and costs arising out of or resulting from any negligent acts, tortuous acts or failure to comply with the terms of this agreement by SERENDIPITY CENTER, INC., its officers, employees and/or agents in performance of this agreement.

17. Prior to the commencement of services under this contract, the SERENDIPITY CENTER shall provide WOODLAND SCHOOL DISTRICT with a certificate of liability insurance and form CG2010 and including sex abuse/molestation and professional liability coverage, naming WOODLAND SCHOOL DISTRICT as an additional insured, consistent with OAR 581-015-2270 (3)(b)(A).
18. SERENDIPITY CENTER shall be an independent contractor solely responsible for the performance of tasks described in this contract and shall not be deemed for any purposes to be an agent or an operating arm of WOODLAND SCHOOL DISTRICT.
19. SERENDIPITY CENTER will furnish to WOODLAND SCHOOL DISTRICT, on a monthly basis, a list of students who have been enrolled in the program using an instructional hours report provided by WOODLAND SCHOOL DISTRICT in Excel format. This report shall be attached to the monthly invoice. SERENDIPITY CENTER hereby agrees to maintain student membership and attendance records in compliance with OAR 581-023-006 and the current Oregon Department of Education's Oregon Student Personnel accounting manual.
20. This agreement may be terminated by either party to the agreement by providing written notice of the party's intent to terminate at least two weeks in advance of the termination.
21. This written agreement contains the entire agreement between the parties and supersedes all previous negotiations, commitments and any other oral or written statements.
22. This agreement may not be added to or modified orally. This agreement may be added to or modified only by written notification agreement signed by each party.
23. Noncompliance with any rule or statute may result in the termination of this agreement.

SERENDIPITY CENTER, INC.

WOODLAND SCHOOL DISTRICT

 Signature  
Compliance Manager Position  
10/16/11 Date

\_\_\_\_\_ Signature  
 \_\_\_\_\_ Position  
 \_\_\_\_\_ Date