

**SERENDIPITY CENTER, INC.**  
**2017 – 2018 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

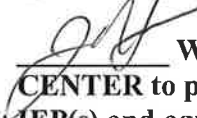
This Agreement is effective on September 1, 2017, for the dates September 1, 2017, through June 30, 2018.

WOODLAND SCHOOL DISTRICT agrees to:

1. Pay SERENDIPITY CENTER **FIVE THOUSAND THREE HUNDRED (\$5,300)** per calendar month per student enrolled in a an Elementary School Placement (grades kindergarten- 6), **FIVE THOUSAND ONE HUNDRED (\$5,100)** per calendar month per student enrolled in a an Middle School Placement (grades 7-8), **FOUR THOUSAND NINE HUNDRED SEVENTY-FIVE (\$4,975)** per calendar month per student enrolled in a an High School Placement (grades 9-12+), **SEVEN THOUSAND SEVEN HUNDRED ELEVEN (\$7,711)** per calendar month per student enrolled in the communication classroom, or **SEVEN THOUSAND SEVEN HUNDRED ELEVEN (\$7,711)** per calendar month for tuition and Skills Trainer assigned to a student, as approved by the student's IEP team, with the participation of the School District representative, and documented in the student's IEP. Tuition charges will not accrue until the student has registered in the WOODLAND SCHOOL DISTRICT and placement in SERENDIPITY CENTER has been approved. Tuition will be pro-rated for partial calendar months at the time of enrollment or discharge based on the number of school days in such month. WOODLAND SCHOOL DISTRICT will be billed full tuition for each student on a partial-day schedule who is scheduled to attend 14 or more hours per week and half tuition for each student on a partial-day schedule who is scheduled to attend less than 14 hours per week. Payment shall be made to SERENDIPITY CENTER on a monthly basis, and is due thirty (30) days from the date of the invoice.
2. If a student's IEP indicates speech/language services, WOODLAND SCHOOL DISTRICT may either provide the services or pay for them to be provided by a SERENDIPITY CENTER Speech and Language Pathologist. If WOODLAND SCHOOL DISTRICT elects to have SERENDIPITY CENTER provide the speech/language 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 approves SERENDIPITY CENTER to provide the speech/language services indicated on student IEP(s) and agrees to pay for those services as explained above.**

3. Provide student records, as outlined on SERENDIPITY CENTER'S referral forms, at least one week prior to initial screening of the student by SERENDIPITY CENTER.
4. Have a representative of WOODLAND SCHOOL DISTRICT participate at the initial screening, IEP meetings, and any other meeting convened at the request of any member of the IEP team.
5. Provide the name, title, phone number, and address of the person responsible for payment of invoices.
6. 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 will also provide those results to SERENDIPITY CENTER.
7. Provide psychological evaluation services for the purpose of determining continued eligibility or new eligibilities for special education and related services for students enrolled at SERENDIPITY CENTER. WOODLAND SCHOOL DISTRICT will be responsible for conducting initial evaluations and three-year re-evaluations for WOODLAND SCHOOL DISTRICT students enrolled at SERENDIPITY CENTER.
8. Provide transportation services to/from SERENDIPITY CENTER in a manner appropriate for the student (which may include school bus, public transportation tickets or passes, or cab) and reimburse SERENDIPITY CENTER for the cost of providing alternative transportation if WOODLAND SCHOOL DISTRICT does not provide scheduled transportation for any reason. On occasion, when a student is ill or for another reason must be sent home during the school day, and a parent/guardian is not available to transport the student, SERENDIPITY CENTER may pay for the cost of transporting the student home.
9. Determine if it is safe to provide transportation services to/from SERENDIPITY CENTER in inclement weather. When SERENDIPITY CENTER is open for a full or partial school day, WOODLAND SCHOOL DISTRICT will provide transportation services to/from SERENDIPITY CENTER when WOODLAND SCHOOL DISTRICT determines that it is safe to do so.

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 or omissions, tortious acts or omissions, or failure to comply with the terms of this Agreement by WOODLAND SCHOOL DISTRICT, its officers, employees, or agents, in the performance of this Agreement. This obligation shall survive 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 under OAR 581-15-2270 and OAR 581-21-007.
2. In addition to the instructional program, SERENDIPITY CENTER will provide mental health assessment and/or treatment services as approved by the student's parent(s)/guardian(s), the School District representative, and SERENDIPITY CENTER, and documented in the student's Treatment Plan.
3. Comply with applicable federal and state laws regarding non-discrimination in employment.
4. Comply with applicable federal and state laws regarding non-discrimination in enrollment and access to SERENDIPITY CENTER'S programs and services, including as required by OAR 581-021-0045.
5. Perform criminal records/background checks on all employees and comply with OAR 581-22-1730.
6. Prior to the commencement of services under this contract, the SERENDIPITY CENTER shall provide WOODLAND SCHOOL DISTRICT with a certificate of liability insurance, form CG2010, and proof of sex abuse/molestation and professional liability coverage, naming WOODLAND SCHOOL DISTRICT as an additional insured, consistent with OAR 581-015-2270 (3)(b)(A).
7. SERENDIPITY CENTER will provide documentation of compliance with all standards for private alternative schools, including its annual statement of expenditures, for WOODLAND SCHOOL DISTRICT'S annual evaluation.
8. Comply with all federal and state special education laws and provide special education and related services as approved by the student's IEP team, with the participation of the School District representative, and documented in the student's IEP.
9. Review the student's IEP prior to enrolling in SERENDIPITY CENTER and conduct an annual IEP review as required by state and federal law. SERENDIPITY CENTER will draft subsequent IEPs and invite the WOODLAND SCHOOL DISTRICT representative to attend all IEP team meetings and any other meeting convened at the request of any IEP team member.

10. Upon request by WOODLAND SCHOOL DISTRICT, provide student assessment information to WOODLAND SCHOOL DISTRICT to determine ongoing eligibility for special education and related services. For purposes of this Agreement, student assessment information may include classroom work samples, academic assessments, observations, and behavioral and observational surveys.
11. SERENDIPITY CENTER will designate a Test Coordinator who will:
  - Attend Test Administration and Security training from a District Test Coordinator;
  - Read and understand the 2017-18 Test Administration Manual;
  - Make a good faith effort to provide the opportunity for all students to participate in testing in accordance with the 2017-18 Test Administration Manual and School Test Coordinator Guidelines;
  - Follow all testing instructions outlined in the student's IEP, as applicable;
  - Provide copies of signed test assurances to District Test Coordinator prior to the start of testing.
12. Conduct statewide assessments for all WOODLAND SCHOOL DISTRICT students enrolled during the statewide assessment testing window and submit assessments to WOODLAND SCHOOL DISTRICT assessment staff for scoring.
13. Maintain the confidentiality of student records, as required by federal and state law. SERENDIPITY CENTER will forward student records to WOODLAND SCHOOL DISTRICT whenever a student exits SERENDIPITY CENTER and/or upon the district's request. Report cards or progress reports shall be submitted to the district at least annually for each student.
14. Upon a student's withdrawal from SERENDIPITY CENTER, provide withdrawal report, including disenrollment, graduation, GED attainment, or other reasons for exiting SERENDIPITY CENTER'S program to WOODLAND SCHOOL DISTRICT student services department.
15. Promptly notify the WOODLAND SCHOOL DISTRICT representative if a student is in jeopardy of suspension in excess of two consecutive days, suspension of more than ten cumulative days, expulsion, or termination, and comply with federal and state laws concerning the discipline of students with disabilities.
16. Promptly notify WOODLAND SCHOOL DISTRICT representative and the Oregon Department of Education, to the extent required by law, if SERENDIPITY CENTER receives written notice concerning a student's special education program or the services being provided.
17. On a monthly basis, report student attendance to WOODLAND SCHOOL DISTRICT. If a student is absent for 10 or more consecutive school days, the student will be dropped from enrollment at SERENDIPITY CENTER, unless WOODLAND SCHOOL DISTRICT and SERENDIPITY CENTER agree in writing that the student will continue to be enrolled at

SERENDIPITY CENTER. Re-enrollment must be approved by WOODLAND SCHOOL DISTRICT and SERENDIPITY CENTER.

18. On a monthly basis, SERENDIPITY CENTER will furnish to WOODLAND SCHOOL DISTRICT an instructional hours report that will include a list of students from WOODLAND SCHOOL DISTRICT who have been enrolled in SERENDIPITY CENTER. This report shall be attached to the monthly invoice. SERENDIPITY CENTER 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.
19. Offer all students no less than the minimum number of instructional hours required by OAR 581-022-1620, except in accordance with any partial-day schedule documented in a student's IEP. SERENDIPITY CENTER may, with reasonable notice to WOODLAND SCHOOL DISTRICT, modify its academic calendar to comply with the state minimum instructional hours requirement, including by adding school days and/or extending scheduled school hours.
20. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 et seq., SERENDIPITY CENTER 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 or omissions, tortious acts or omissions, or failure to comply with the terms of this Agreement by SERENDIPITY CENTER, its officers, employees, or agents, in performance of this Agreement. This obligation shall survive the termination of this Agreement.
21. SERENDIPITY CENTER shall be an independent contractor responsible only 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.

GENERALLY Applicable Provisions:

1. This Agreement contains the entire agreement between the parties with respect to the 2017-2018 school year. This Agreement supersedes all previous negotiations, commitments and any other oral or written statements between the parties with respect to the 2017-2018 school year.
2. This Agreement may be modified only by written agreement signed by each party to this Agreement.

3. This Agreement may be terminated by either party to the Agreement only by providing written notice of the party's intent to terminate the Agreement at least two weeks in advance of the termination, except that either party may terminate this contract immediately by providing written notice that it knows, or in good faith believes, that the other party has not complied with any applicable law or a material term of this Agreement. Suspension or revocation of SERENDIPITY CENTER'S registration by the Oregon Department of Education will also result in automatic termination of this Agreement. Upon termination of this Agreement, WOODLAND SCHOOL DISTRICT will be obligated to pay SERENDIPITY CENTER for all services rendered and all reimbursable expenses incurred prior to the termination.

SERENDIPITY CENTER, INC.

WOODLAND SCHOOL DISTRICT

\_\_\_\_\_  
Signature  
Compliance Manager  
\_\_\_\_\_  
Position  
\_\_\_\_\_  
Date

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