

SERENDIPITY CENTER, INC.
2020 – 2021 School Year
K-12 Therapeutic School Contract
with
WOODLAND SCHOOL DISTRICT

This Agreement, entered into by and between SERENDIPITY CENTER, INC. (Serendipity Center) and WOODLAND PUBLIC SCHOOLS (District) is effective on SEPTEMBER 1, 2020, through JUNE 30, 2021.

District agrees to:

1. Pay tuition to Serendipity Center, Inc. according to student placement(s) as follows:

Serendipity Center 2020-2021 Therapeutic School Rates				
Services	Comprehensive Distance Learning	Hybrid Model	Fully On-Campus	Notes
Lower School Placement (grades k through 8 th)	\$5,875/month	\$5,875/month	\$5,875/month	
High School Placement (grades 9 through 12+)	\$5,355/month	\$5,355/month	\$5,355/month	Students in 8 th grade may be placed in high school room, as approved by the student's team; tuition would be the High School Rate
Communication Room Placement (includes continuous support)	\$5,875/month	\$7,235/month - \$8,595/month** (tuition + IA)	\$8,595/month (tuition + IA)	*Serendipity is not invoicing districts for the expense of individually assigned IAs during the initial period of Comprehensive Distance Learning in the fall of 2020. If there should be a brief additional closure mid-year, this policy may be revisited in order to retain workforce for reopening. **Given the Governor's newest guidance that hybrid learning models may prioritize greater periods of in-person instruction for specific groups of students, this cost is being presented as a range. The \$7,235 rate assumes two days per week of in-person
Individual Instructional Assistant Instructional Assistant provided for 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.	\$0/month*	\$7,235/month - \$8,595/month** (tuition + IA)	\$8,595/month (tuition + IA)	

				instruction, and three days per week of Comprehensive Distance Learning. If that schedule were to change, tuition would be revised proportionately.
Speech/Language Services	\$35/15-minute unit of service \$250 for Evaluations	\$35/15-minute unit of service \$250 for Evaluations	\$35/15-minute unit of service \$250 for Evaluations	

Tuition charges will not accrue until the student has registered in the District and placement at 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. Payment shall be made to Serendipity Center on a monthly basis and is due thirty (30) days from the date of the invoice.

Serendipity reserves the right to change tuition rates or other costs of placement or additional identified services based on the calculation of the student model for:

- a. changes to an updated student model, based on transition from comprehensive Distance Learning to students attending ‘brick and mortar’ school,
- b. identified student needs for additional assistance and/or staffing based on an IEP, 504 plan, or Title II requirements.
- c. a change in placement based on documented needs on an IEP, TII assessment, or 504 plan.
- d.

Notice of increases will be provided with two weeks’ advance notice in writing, unless the item is required more expeditiously for the student as determined under IDEA, 504, or TII).

- 2. Based on state requirements, when a district or education service district is required to provide comprehensive distance learning, due to the distance of families from our physical school building, the districts will provide breakfast & lunch by similar means as those students from their home school are accessing meals. Serendipity case managers will partner with the school district representatives to ensure that our families have local access to food. Serendipity will continue to supplement district meals from its garden and donations from the food bank as well as providing grocery gift cards for families experiencing food insecurity.

Partial Days: District will be billed full tuition for each student on a partial-day schedule to attend fourteen or more hours per week, and half tuition for each student on a partial-day scheduled to attend less than fourteen hours per week. For any student enrolled for partial days but still requiring an Instructional Assistant, District will be invoiced for half of the cost

of the Therapeutic Classroom Placement & Instructional Assistant tuition, less half of either Lower School Placement or High School Placement.

3. 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. District will be responsible for conducting initial evaluations and three-year re-evaluations for District students enrolled at Serendipity Center. Serendipity Center will collaborate with District to assess students as a part of the evaluation as determined in the Eligibility Planning Meeting.
4. If a student's IEP indicates speech/language services, District may either provide the services or opt for Serendipity Center's Speech and Language Pathologist to provide the service. If 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 specially designed instruction and/or related services. Evaluations conducted by Serendipity Center will be billed at the flat rate of two hundred fifty dollars (\$250) upon prior District approval. Please initial one of the following options:

 District will provide speech/language services as indicated on student IEP(s).

 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.

5. Provide ELL services including ELPA, consultation, and/or direct service or monitoring.
6. 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.
7. Have a representative of District participate at the initial screening, IEP meetings, and any other meeting convened at the request of any member of the IEP team.
8. Provide the name, title, phone number, and address of the person responsible for payment of invoices.
9. Provide Serendipity Center with any statewide assessment forms appropriate for each student enrolled during the statewide assessment testing window. District will communicate assessment results with the parent/guardian and will also provide those results to Serendipity Center.
10. Provide transportation services to/from Serendipity Center in a manner appropriate for the student (which may include, but is not limited to, , school bus, public transportation tickets or passes, or cab) and reimburse Serendipity Center for the cost of providing alternative transportation if 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.

11. 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, District will provide transportation services to/from Serendipity Center when District determines that it is safe to do so, and will provide notice to the parent
12. Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act (ORS 30.260 to 30.300), District shall 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 District its officers, employees, or agents, in the performance of this Agreement. This obligation shall survive the termination of this Agreement.
13. SERENDIPITY CENTER is being employed as an independent contractor to provide the services stated. The compensation paid to Serendipity shall be for all materials, supplies, and labor required, necessary or convenient for Serendipity to provide services agreed upon. Serendipity shall be responsible for, and shall indemnify and hold harmless from any governmental assessments resulting from Contractor's services or compensation, including but not limited to income tax, social security, worker's compensation, or employment insurance.
14. 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.
15. Provide a program of instruction and employ staff in compliance with the requirements of the Oregon Department of Education under OAR 581-015-2270 including compliance with additional applicable federal and state laws regarding non-discrimination in employment. Perform criminal records/background checks on all employees and comply with OAR 581-022-2430.
16. Serendipity Center will provide documentation of compliance with all standards for private alternative schools, including its annual statement of expenditures, for District's annual Alternative Education Annual Program Evaluation.
17. 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.

18. In addition to the instructional program, Serendipity Center will provide mental health assessment and/or treatment services including clinical case management, as indicated by a signed consent form by the students' parent(s)/guardian(s).
19. 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 District representative to attend all IEP team meetings and any other meeting convened at the request of any IEP team member. Serendipity Center will coordinate with any outside related service providers and consult with Occupational Therapists, Physical Therapists, Autism Specialists and other related service providers.
20. Upon request by District, provide student assessment information to District to determine ongoing eligibility for special education and related services. For purposes of this Agreement, student assessment information may include classroom work samples, informal and formal academic assessments, observations, and behavioral and observational surveys.
21. Serendipity Center will designate a Test Coordinator who will:
 - Attend Test Administration and Security training from a District Test Coordinator;
 - Read and understand the 2020-2021 Test Administration Manual;
 - Make a good faith effort to provide the opportunity for all students to participate in testing in accordance with the 2020-2021 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.
22. Maintain the confidentiality of student records, as required by federal and state law. Serendipity Center will forward student records to 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.
23. 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 District's Student Services department.
24. Provide notice within two (2) business days to the District representative if a student is in jeopardy of suspension in excess of two consecutive days or termination, and comply with federal and state laws concerning the discipline of students with disabilities.
25. Provide notice within two (2) business days to the 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 provided.

26. On a monthly basis, Serendipity Center will furnish District with an instructional hour's report that will include a list of students from District who have been enrolled at Serendipity Center and their attendance. This report shall be attached to the monthly invoice. Serendipity Center agrees to maintain student membership and attendance records in compliance with OAR 581-023-0006 and the current Oregon Department of Education's Oregon Student Personnel accounting manual. If a student is absent for 10 consecutive school days, the student will be unenrolled on the 10th day, unless District and Serendipity Center agree in writing that the student will continue to be enrolled at Serendipity Center. Re-enrollment must be approved by District and Serendipity Center.
27. Offer all students no less than the minimum number of instructional hours required by OAR 581-022-2320, except in accordance with any partial-day schedule documented in a student's IEP. Serendipity Center may, with reasonable notice to District, modify its academic calendar to comply with the state minimum instructional hours requirement, including adding school days and/or extending scheduled school hours.
28. Serendipity Center shall indemnify, defend and hold harmless 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.
29. 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 District.
30. Serendipity Center shall comply with the requirements for public contractors under personal services contracts with a public body set forth in ORS 279B.220 (prompt payment of laborers), ORS 279B.020 and 279B.235 (payment of overtime), and ORS 279B.230 (payment of medical care and workers compensation).
31. **Insurance.** Serendipity Center shall provide proof of the following insurance with a company acceptable to District,
 - 31.1 Workers' Compensation: Provide proof of workers' compensation in compliance with ORS 656.017, unless exempt under ORS 656.027
 - 31.2 Commercial General Liability: Commercial General Liability Insurance in a combined single limit of not less than \$2 million with a \$3 million aggregate.
 - 31.3 Prior to the commencement of services under this contract, the Serendipity Center shall provide District with a certificate of liability insurance, form CG2010, and proof of sex abuse/molestation and professional liability coverage, naming District as an additional insured, consistent with OAR 581-015-2270(3)(b)(A).

32. The parties recognize that the Federal Education Privacy Rights (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five (5) years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by either party in the performance of this Agreement: may not be re-disclosed to third parties without written consent of the student's parents/guardians; and must be used only for the purposes identified in this Agreement.
33. Provision of meals: On days when Serendipity students are in attendance and are being provided comprehensive Distance Learning sessions, Districts will provide breakfast and lunch meals. The meals will be accessed by the districts in a similar manner as the neighborhood school lunch programs. Serendipity case managers will identify school district representatives to assist with providing local access to food. Serendipity will continue to supplement these meals from various sources, such as the Serendipity garden, food bank donations, or grocery gift cards to assist with families experiencing food insecurity.

THE PARTIES agree:

1. This Agreement contains the entire agreement between the parties with respect to the 2020-2021 school year. This Agreement supersedes all previous negotiations, commitments and any other oral or written statements between the parties with respect to the 2020-2021 school year.
2. This Agreement may be modified only by written agreement signed by each party to this Agreement.
3. **HOLD HARMLESS**
The parties agree to indemnify and hold harmless each other for, from and against all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions, or other liabilities solely to the extent arising from their own intentional or negligent acts or those of their agents, contractors, or employees and, to the extent applicable, the above indemnification is subject to and shall not exceed the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution. The parties intend to provide reciprocal indemnity obligations. The parties acknowledge that the Oregon Tort Claims Act may not limit the liability of Serendipity in the same manner as the other party. Accordingly, the parties agree Serendipity's indemnity shall not exceed the indemnification limits of the District.
4. 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 (in accordance with OAR 581-022-2505) or a material term

of this Agreement. Suspension or revocation of Serendipity Center registration by the Oregon Department of Education will also result in automatic termination of this Agreement. Upon termination of this Agreement, District will be obligated to pay Serendipity Center for all services rendered and all reimbursable expenses incurred prior to the termination.

5. **Notices:** All notices or demands issued by District or Serendipity Center must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective Party at the address listed below:

District: _____
Attn: _____
Address: _____
Address: _____

Serendipity Center, Inc.
Attn: Megan Pine
PO Box 33350
Portland OR 97292-3350

DISTRICT

SERENDIPITY CENTER, INC.

_____ Signature

Megan Pine Signature

_____ Position

Education & Compliance Director Position

_____ Date

8/11/20 Date