

**AGREEMENT FOR SUPPLEMENTARY STUDENT SERVICES**  
2012-13

THIS AGREEMENT is made this 9th day of October, 2012, by and between the Anacortes School District, hereinafter referred to as "ASD" and Northwest Educational Service District 189, hereinafter referred to as the "NWESD" for the purpose of providing supplementary services to ASD students.

NOW, THEREFORE, it is Mutually Agreed and Understood:

**Section I**

Description of Services

NWESD agrees to provide ASD supplementary services to identified students of ASD. Said services are more clearly described in "Exhibit A," attached hereto and incorporated herein by reference.

**Section II**

General Provisions

The students served by this program are to be residents of the ASD, and accordingly, it is acknowledged that the ASD retains the responsibility to provide their appropriate public educational program. The ASD commits to pay to the NWESD an amount sufficient to reimburse the NWESD the total cost of serving identified students, including the typical indirect rates. This will be done in the following fashion:

1. The ASD will identify which students need supplementary services to meet the student's individual educational program (I.E.P.), if applicable, and will notify the NWESD in a timely fashion so that the NWESD can hire the staff to provide the services.
2. Necessary personnel will be employed by the NWESD to provide supplementary services for the students identified in #1 above, and the ASD will be billed by the NWESD on a periodic basis for services provided. Costs not to exceed \$6,746 for the 2012-13 school year, without prior written agreement to extend the services and resultant costs.

**Section III**

Rights and Obligations of the NWESD

In accordance with this Agreement, the NWESD shall:

1. Provide supplementary student services as described in this Agreement.
2. Recruit and employ the staff required to adequately provide supplementary student services and who shall be subject to the policies and rules and regulations of the NWESD.
3. Contract or subcontract with any entity or person to provide any of the services needed to provide the identified services.
4. Assure any and all individuals assigned to the ASD student is licensed, certified, and/or accredited in compliance with all applicable federal and state statutes/requirements.

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 this Agreement that can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

### Section VII

#### Suspension and Debarment

The parties to the Agreement certify, and each relies thereon in execution of this Agreement, that their entity nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment; and similar positions). Further, each party agrees to provide the other(s) immediate written notice if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. Each party's certification via the execution of this Agreement is a material representation of fact upon which each party has relied in entering into this Agreement. Should either party determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, it may terminate this Agreement in accordance with the terms and conditions therein.

### Section VIII

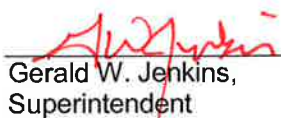
#### Headings/Signatures/Approval

The headings of each section of this Agreement are only provided for the aid to the reader. If there is any inconsistency between the heading and the context, the context will prevail.

By signing this Agreement, the parties acknowledge that they have read and understand this Agreement, including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this Agreement, together with any appendices, constitutes the entire Agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement.

By signing below, each party affirms that this Agreement has been approved by his/her Board of Directors or he/she has been given authority by such Board to enter into this Agreement. If this approval is provided through a resolution, a copy of said resolution will be attached hereto.

*GW*

  
Gerald W. Jenkins,  
Superintendent

*11/2/12*  
Date

Northwest Educational Service District 189

Skagit County, Washington

  
Superintendent

Date

Anacortes School District 103

Skagit County, Washington

Anacortes School District 103  
School Board Approved

OCT 25 2012

**EXHIBIT "A"**

The NWESD will provide for ASD appropriate personnel to provide supplementary student services as detailed below and whose responsibilities shall include the following:

1. This Agreement will be for the 2012-13 school year and references ASD student "ER".
2. Appropriate Deaf/Hard-of-Hearing program staff member to provide support in signed communication working directly with student and para-educator for one (1) hour per day, billed at interpreter rate including benefits and indirect costs. Not to exceed 156 hours at \$39.26 per hour.
3. Teacher of the Deaf from Deaf/Hard-of-Hearing program will be directly involved in student's communication development for one (1) hour per week for four (4) weeks, thereafter two (2) hours per month for three (3) months. Not to exceed ten (10) hours at \$62.07 per hour.