



**Lilac Learning Center**

*Raising the Standard for Special Education*

woodland  
\_\_\_\_\_  
SCHOOL DISTRICT NO. <sup>404</sup>\_\_\_\_ AND LILAC CITY  
BEHAVIORAL SERVICES, PLLC D/B/A LILAC LEARNING CENTER

WHEREAS, the <sup>woodland</sup>\_\_\_\_\_  
School District No. <sup>404</sup>\_\_\_\_ (the  
“DISTRICT”) is a Washington state public school district that is statutorily required to provide  
educational services for students in K-12 education that reside within the DISTRICT’s  
attendance boundaries; and

WHEREAS, Lilac City Behavioral Services, PLLC, a Washington professional liability company  
d/b/a Lilac Learning Center (“LILAC”) possesses certain professional expertise in the field of  
educational programming and special education, and operates such services in its facilities  
located in the Spokane, Tacoma, and Longview areas; and

WHEREAS, DISTRICT desires to engage LILAC to perform the services described herein; and

WHEREAS, LILAC is willing and able to provide the services described herein to DISTRICT;  
and

WHEREAS, it has been recognized that some of the DISTRICT’s students have educational  
needs that may be best met by receiving those services in the LILAC program.

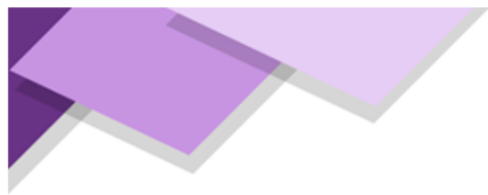
NOW THEREFORE, in consideration of the promises and agreements herein, the parties  
hereby agree as follows:

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8621 N Five Mile Rd  
Spokane, WA 99208

[www.LCBehavioral.com](http://www.LCBehavioral.com)

Phone (509) 844 2429  
Fax (509) 319 2338



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1 Parties. This Educational Cooperative Agreement ("Agreement") is entered into by and between DISTRICT and LILAC.

2 Purpose. The purpose of this Agreement is to provide an educational program for \_\_\_\_\_, DOB \_\_\_\_\_, who is registered and enrolled in the DISTRICT who will attend LILAC. The educational program services provided by LILAC shall also include the special education services defined in each student's individualized education program ("IEP"). LILAC and the DISTRICT will collaborate to develop appropriate IEPs for students. Students served by LILAC will attend classes at LILAC's facilities at:"

\_\_\_\_\_ 8621 N Five Mile Road, Spokane, WA 99208

\_\_\_\_\_ 1610/1614 South Mildred Street, Tacoma, WA 98465

☒ \_\_\_\_\_ 1015 Vandercook Way, Longview, WA 98632

3 Term. This Agreement shall commence on 6/15/25, and continue until terminated in accordance with the terms and conditions outlined in Paragraph 9 of this Agreement (the "Term").

4 District's Rights and Responsibilities.

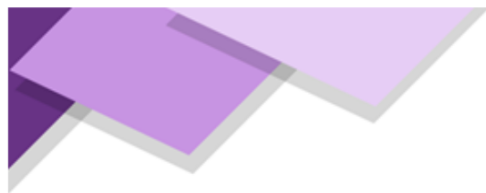
4.1 The fee for educational program and special education services provided during the Term of this Agreement is based on a rates detailed in Addendum A of this agreement The Fee shall be paid in equal monthly installments The Fee is only for the services designated to be provided by LILAC that are described in this Agreement and the corresponding IEP. The Fee is for one (1) DISTRICT student with a ☒ 1:1 staffing ratio \_\_\_\_\_ 2:1 staffing ratio.

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4.1.1 The fee shall be reviewed annually and, if updated, a revised Addendum A will be sent for approval no later than June 1st for rates commencing on September 1st and will automatically take effect on September 1st unless the agreement is terminated in accordance with the terms and conditions outlined in Paragraph 9 of this agreement.

4.1.2 Students enrolled on between the first (1st) and fifteenth (15th) day of the month shall be billed at the full rate of 1/12th of the annual fee for that first month of enrollment. Students enrolled between the sixteenth (16th) and last day of the month shall be billed at a rate of 1/24th of the annual fee for the first month of enrollment.

4.2 DISTRICT shall pay all reasonable unforeseen fees, costs and expenses incurred by LILAC for required events outside of the normal school day ("Additional Costs"). Such Additional Costs must be pre-approved by the parties.

4.3 DISTRICT will be invoiced monthly for services rendered by LILAC and make payment within fifteen (15) calendar days of the receipt of invoice.

4.3.1 All payments not received within thirty (30) days of submission of such forms / documentation of services as described in paragraph 4.3 shall be assessed an interest charge of 5% of the balance due. Interest will continue to accrue at a rate of 5% of the balance due every subsequent thirty (30) days until the balance is paid in full.

4.3.2 Invoices shall be electronically submitted to the following e-mail address(es):

hallj@woodlandschools.org

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Testern@woodlandschools.org

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n/a

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4.4 A student covered by this Agreement shall be listed by DISTRICT on their P223H report for special education funding and the DISTRICT's report for basic education funding.

4.5 LILAC will be responsible for development of the IEP in collaboration with a representative of the DISTRICT. The DISTRICT shall be responsible for reassessment and adjustment of student eligibility determination and scheduling of any and all IEP meetings that are reasonably necessary for this process. The IEP will define the services to be provided and will be updated as appropriate. The parties shall cooperate with regard to the necessary reassessment.

4.6 Transporting the student to and from the LILAC program shall be the responsibility of the DISTRICT.

4.7 The DISTRICT is responsible for attorney fees and court costs involving actions under 20 U.S.C § 1400 et seq. (Individuals with Disabilities Education Act), Chapter 28A.155 RCW (Special Education), and Chapter 392-172 WAC (Rules for the Provision of Special Education) challenging the adequacy of the provision of special education services provided through this Agreement.

## 5 Lilac's Rights and Responsibilities.

5.1 LILAC shall comply with all federal, state and local laws including, but not limited to, 20 U.S.C § 1400 et seq. (the Individuals with Disabilities Education Act), Chapter 28A.155 RCW (Special Education), and Chapter 392-172 WAC (Rules for the Provision of Special Education).

5.2 LILAC shall utilize appropriately qualified and/or certificated educational personnel to provide educational services for all students and LILAC shall ensure its instructors maintain



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appropriate and current certification pursuant to Office of Superintendent of Public Instruction (OSPI) statutes and regulations.

5.3 All LILAC instructors involved in the education of the students covered by this Agreement shall remain solely employees, agents, or subcontractors of LILAC and shall not be employees of, agents of, or have any right or claim to employment with the DISTRICT. LILAC shall be solely responsible for all payroll related matters regarding its instructors involved with the students covered by this Agreement, including, but not limited to, all applicable withholding and reporting for tax purposes.

5.4 LILAC shall maintain and report, within 30 days of a written request, to the DISTRICT attendance records of the students covered by this Agreement.

5.5 LILAC shall document and maintain academic records to ensure proper accumulation of student credits and provide periodic reports to the DISTRICT regarding progress of students covered by this Agreement within 30 days of written request and as reasonably necessary.

5.6 LILAC shall maintain complete compliance with all provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

5.7 LILAC, in conjunction with the DISTRICT, shall develop all necessary records required by the IDEA and Washington state special education laws and ensure all requirements of law are met when creating and maintaining those records.

5.8 LILAC shall provide the DISTRICT, including its officers, agents and employees, and any other agent or official of the federal, state or local governmental authorities, the right to access



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its facilities and programs, at all reasonable times, with reasonable notice, for the purpose of monitoring and evaluating educational performance, compliance with this Agreement, and safety of students.

5.9 LILAC shall comply with all state law requirements regarding discipline and ensure adequate disciplinary policies and procedures are in place and communicated to the DISTRICT prior to the commencement of the Term of this Agreement (the "Lilac Learning Center Special Education and Discipline Policy"). The Lilac Learning Center Special Education and Discipline Policy is incorporated herein by reference. LILAC shall take all reasonable efforts to promptly notify the DISTRICT of any and all student disciplinary actions. LILAC reserves the right to immediately suspend or expel any DISTRICT student covered by this Agreement if LILAC deems, in its sole and absolute discretion, that such action necessary for the health and safety of the DISTRICT's student or LILAC staff. In the event that a DISTRICT student is suspended or expelled by LILAC, this Agreement shall remain in full force and effect with respect to all other DISTRICT students covered by this Agreement.

5.10 LILAC shall ensure all its employees, volunteers, agents or subcontractors providing services shall complete and pass a comprehensive background check per RCW 28A.400.303 and shall use the Washington State Patrol Criminal Identification System, under RCW 43.43.830-834, RCW 10.97.030, .050 and through the federal bureau of investigation as well as a disclosure statement regarding any other criminal involvement prior to employment.

5.11 LILAC shall comply with the requirements of Title 28A, RCW. Per RCW 28A.400.330, LILAC shall not allow contact with any student covered by this Agreement, by anyone who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, crimes under Chapter 9A.64 RCW, or violation of similar laws of another



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jurisdiction. Any failure to comply with this section is grounds for the DISTRICT's immediate termination of this Agreement.

5.12 LILAC shall comply with applicable local, state and federal guidelines prohibiting discrimination and harassment involving any student on the basis of race, color, gender, religion, national origin, creed, marital status, age, sexual orientation, including gender identity (unless prohibited by Federal law), pregnancy, or the presence of, or any perceived presence of, any sensory, mental, or physical disability.

5.13 During the term of this Agreement, LILAC shall maintain, at its own expense, the following insurance:

5.13.1 Worker's Compensation Insurance in compliance with RCW Title 51;

5.13.2 General Liability Insurance on an occurrence basis, with a limit of not less than \$1,000,000.00 per occurrence and \$3,000,000 aggregate, which shall include coverage not only for bodily injury, personal injury, premises liability, independent contractors, contractual liability coverage for the defense, indemnity, and hold harmless obligations provided under this Agreement and property damage, but also coverage for sexual abuse and molestation;

5.13.3 All LILAC provided vehicles (including those of LILAC's third-party student transportation contractor) used to transport students covered by this Agreement shall be insured under a standard motor vehicle fleet and automobile liability insurance policy providing, without limitation, the following: (i) a combined single limit of not less than \$1,000,000 for bodily injury liability, property damage liability, and uninsured/under-insured motorist benefits; (ii) and contractual liability insurance coverage for the defense, indemnification, and hold harmless



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promises made by LILAC in this Agreement. Such policy shall also afford coverage for owned, hired, and non-owned vehicles;

5.13.4 With respect to the insurance policies required of LILAC by the immediately preceding subsections 15.13.2 and 15.13.3, there shall be no cancellation, material change, or reduction of limits or intent not to renew insurance coverages without thirty (30) calendar days' written notice from LILAC or its insurers to the DISTRICT. The DISTRICT shall be listed as an additional insured on LILAC's policies for all activities or risks that may arise from the subject matter of this Agreement, and LILAC shall provide the DISTRICT with current certificates of insurance evidencing LILAC's compliance with this section prior to the start of this Agreement. LILAC shall also ensure that the policies of insurance shall serve as primary-level insurance coverage with respect to any insurance separately procured and maintained by the DISTRICT, which shall be excess-level insurance.

LILAC shall be financially responsible for all insurance policy deductibles, self-insured retentions, and/or self-insurance.

## 6 Rights and Responsibilities of Both Parties

6.1 Both parties shall comply with all laws, ordinances and regulations of government bodies applicable to the terms of this Agreement and the services to be provided hereunder.

6.2 During the Term, the DISTRICT and LILAC staff involved with the education of the students covered by this Agreement shall participate in such joint meetings as reasonably necessary to ensure the collaborative nature of this Agreement and the services provided hereunder. That will include:





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6.2.1 Periodic team meetings to address services under this Agreement.

6.2.2 Program review by DISTRICT and LILAC staff to ensure compliance with this Agreement and that appropriate IEP's are being developed and implemented for students served under this Agreement.

6.2.3 Each party may designate a coordinator for implementation of services pursuant to this Agreement.

6.3 Both parties shall maintain a tobacco free, drug free and weapon free environment and ensure compliance therewith.

6.4 Nothing contained in this Agreement shall be construed as creating any form of an employment relationship between the parties or the agents, officers, volunteers or employees of the parties. The officers, agents, employees or volunteers of the parties shall not be entitled to any rights or privileges of employment with any other of the parties.

7 Cooperation. The parties agree to maintain regular, open and ongoing communication and engage in regular program review as reasonably necessary.

8 Indemnification. Each party to this Agreement is responsible for the acts and omissions of its own officers, directors, employees, agents, members, insurers and volunteers. Each party agrees to defend, indemnify, and hold the other party harmless from and against any claim, demand, suit or cause of action, that may be asserted against the other party if the claim is



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based on the actual or alleged fault or actions of the other party or their officers, directors, employees, agents, members, insurers or volunteers, and relates to the subject matter of the performance of this Agreement. This indemnification applies to all costs associated with the claim, including, but not limited to costs of investigation, attorney fees, litigation expenses, settlement and judgment. Where claims are asserted against both parties based on actual or alleged concurrent or shared fault of the parties, neither party shall be required to indemnify the other party for that party's own proportionate share of fault or liability.

9 Termination. The DISTRICT and LILAC reserve the right to terminate this Agreement with or without cause by providing sixty (60) calendar days' written notice to the other party by certified mail or hand delivery. Billing will continue until the end of the second full calendar month following notice of termination.

\_\_\_\_\_ initial

Notice of such termination shall be sent to:

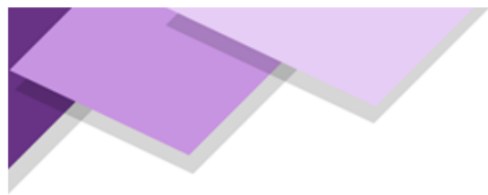
Name: \_\_\_\_\_  
 District: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email: \_\_\_\_\_

Jeffrey S. Kalles  
 Lilac Learning Center  
 8621 N Five Mile Rd  
 Spokane, WA 99208  
 Contracts@lilaclearningcenter.com

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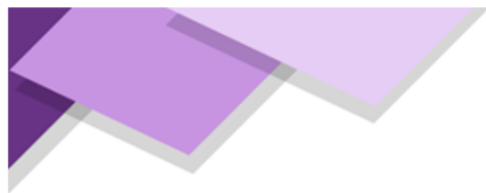
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10 Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the parties relating to this matter and shall not be altered or amended absent formal, written mutual agreement between the parties.

11 Disputes and Attorney Fees. Should there be a dispute or need to enforce terms of this Agreement, or interpret terms of this Agreement, the parties agree to mediate their dispute prior to proceeding with any legal action through a process, and before a mediator, to be mutually agreed upon by the parties. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses. In the event mediation fails and legal action is required, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in such action as awarded by an appropriate court or arbitrator. In the event of any appeals from such actions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such appeals, as determined by the court(s). Costs shall include both statutory costs and fees as well as actual costs associated with a legal action including, but not limited to, discovery, expert fees, out of pocket expenses, and costs incurred by the prevailing party.

12 Severability and Survival. If any portion of this Agreement is determined to be invalid for any reason, the surviving portions of the Agreement not so determined invalid, shall remain in full force and effect.

13 Assignment. Performance of any or all aspects of this Agreement may not be assigned without written authorization by the other party. Likewise, neither party may assign their respective rights to any claims or actions arising out of or relating to this Agreement without written authorization by the other party.



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14 Waiver of Breach/Default. No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

15 Governing Law/Venue. The terms of this Agreement shall be governed by the laws of the state of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.

16 Effective Date of Agreement. This Agreement shall not become effective unless and until it is properly executed by the parties.

SCHOOL DISTRICT:

LILAC CITY BEHAVIORAL SERVICES, PLLC:

Signed: \_\_\_\_\_

Asha Riley

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

By: Jeffrey S. Kalles

Its: CEO/Managing Member

Date: \_\_\_\_\_

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## **Addendum A**

### **Fee Schedule**

The following fees are in effect commencing on June 1, 2025 and continuing until a revised Addendum A is issued or the contract is terminated in accordance with Paragraph 9 of this agreement

    <sup>x</sup>     Students enrolled at a 1:1 Staffing Ratio shall be invoiced at a rate of \$160,000 per year or \$13,333.33 per month enrolled. Students starting between the sixteenth (16th) and last day of the first month will be billed at a rate of \$6,666.67 for the first month of enrollment.

       Students enrolled at a 2:1 Staffing Ration shall be invoiced at a rate of \$280,000 per year or \$23,333.33 per month enrolled. Students starting between the sixteenth (16th) and last day of the first month will be billed at a rate of \$11,666.67 for the first month of enrollment.

Acknowledgment of Fee Schedule:        Initial

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