



*Imagine what you can learn!*

**AGREEMENT  
WITH FIR GROVE/VISTA CHILDREN'S CENTER  
FOR THE PLACEMENT OF AN OUT-DISTRICT STUDENT**

The parties of this Agreement are Vancouver Public Schools ("VPS") and Home District. It is agreed by VPS and Home District hereto as follows:

**I. PURPOSE**

The purpose of this Agreement is to establish a fee for service agreement which will permit student(s), whose unique academic and behavioral needs cannot be met in their last placement, to be placed at Fir Grove Children's Center ("Fir Grove"), a VPS program, and to establish the rights and responsibilities of each party to this Agreement.

**II. TERM OF COOPERATIVE AGREEMENT**

The term of this agreement shall be for the 2020-2021 school year, specifically from the date the agreement is signed by all parties, until the last day of school in June, 2021, unless the school year is designated to be lengthened to make up for snow days, in which event the last day of the lengthened school year will be the last day of this agreement. Notwithstanding the foregoing, this Agreement may be terminated before the end of the school year in accordance with paragraph VII below.

**III. LOCATION OF FACILITIES**

The Fir Grove/VISTA program is located at 2920 Falk Road, Vancouver, Washington.

**IV. RESPONSIBILITIES OF HOME DISTRICT**

- A. Student shall at all times be deemed a resident of Home District for educational purposes.
- B. In the event a due process hearing request, state complaint, or citizen's complaint is filed on behalf of student, Home District shall be deemed the local educational agency (LEA).
- C. Home district waives any and all legal right to force a continuation of student's placement at Fir Grove beyond the termination of this Agreement, including without limitation, any right to invoke the "stay put" rule under the Individuals with Disabilities Education Act by filing a due process complaints or to initiate any other administrative or judicial action to prevent or delay termination of the placement.
- D. Home District shall have full responsibility for the student's evaluation, development and process.

- E. During the term of this Agreement all IEP meetings shall be held at Fir Grove. For all such meetings, Home District shall be invited and expected to attend in order to act as the district representative.
- F. Home District shall provide transportation of student to and from Fir Grove and assumes full responsibility for all costs associated with such transportation.
- G. Home District shall develop, with input from Fir Grove personnel, a transition plan for the student's transition to the Fir Grove/VISTA program.
- H. The agreed fee for service under this Agreement shall be Forty-Five Thousand and 00/100 (\$45,000) Dollars for a full school year. Home District shall pay to VPS the agreed fee for services on a monthly basis, due payable on the 15<sup>th</sup> of each month. Home District can access additional fee for service supports:
  - i. Addendum for Administration of Evaluation Testing
  - ii. Addendum for Additional Fir Grove Mental Health Support
  - iii. Addendum for Fir Grove Staff Support with Student Transition to a comprehensive setting
  - iv. Addendum for Fir Grove Staff ongoing Consultation
  - v. Addendum for 1:1 Para-educator

**V. RESPONSIBILITIES OF VPS/FIR GROVE**

- A. Fir Grove will cooperate with the Home District administration and special education staff in maintaining individual student Individualized Education Program data collection and follow-up information on Student.
- B. Fir Grove will share progress reports with the parents on a quarterly basis, and respond in a timely manner for requests for information regarding student.
- C. Fir Grove will implement the accommodations and specially designed instruction for students in accordance with the student's Individualized Education Program.
- D. Fir Grove / VPS will count students attending Fir Grove / Vista on the P223/P223H and will receive the appropriate state basic education revenue funds.
- E. Fir Grove shall not employ any person who has pled guilty or been convicted of any felony crime involving the physical neglect, injury, death or sexual abuse or exploitation of a minor. Failure of Fir Grove to comply with this section shall be grounds for Home District to immediately terminate this contract.
- F. Fir Grove will protect the educational records of Home District student/s and the privacy of the parent and student at all times in accordance with the Family Educational Rights and Privacy Act.

## **VI. TERMINATION**

- A. This agreement may be mutually terminated by written agreement of Home District and VPS with a two week written notice.
- B. With two weeks of written notice to Home District, this agreement may be unilaterally terminated by VPS for safety reasons of the student, other students, or staff, or because Fir Grove cannot meet the needs of the student.

## **VII. AMENDMENT**

This Agreement may be amended only by mutual written agreement of all parties during the 2020-2021 school year.

## **VIII. INDEMNIFICATION**

- A. Home District agrees to indemnify and to hold harmless VPS, its officers, agents and employees, from any and all claims and losses resulting from VPS's performance of the contract and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of Student.
- B. VPS agrees to indemnify and hold harmless Home District, its officers, agents, and employees, from any and all claims and losses resulting from the Home District performance of the contract.

## **IX. FORCE MAJEURE**

Neither party will be liable for failure or delay to perform obligations under this Agreement, which become practicably impossible because of circumstances that were unforeseeable and beyond the reasonable control of the applicable party. Such circumstances include, but are not limited to, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; and national or regional emergencies. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than ten (10) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All performance dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations, services and deliverable for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

## **X. APPLICABLE LAW**

This contract has been and shall be construed as having been formed and delivered within the State of Washington and it is mutually understood and agreed by each party hereto that this contract shall be governed by laws of the State of Washington, both as to interpretation and performance.

## **XI. WAIVER AND SEVERABILITY**

No provision of this Agreement or the right to receive reasonable performance of any act called for by its terms shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.

In any terms or conditions of this Agreement or application thereof to any person or circumstance are held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.

**XII. WHOLE 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 all appendices constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement

**VANCOUVER PUBLIC SCHOOLS**

**Home District**

**WOODLAND**

By:   
\_\_\_\_\_  
Daniel Bettis  
Executive Director, Special Services

By: \_\_\_\_\_  
Superintendent or Designee

Date: 8/13/20

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



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**ADDENDUM AGREEMENT  
WITH FIR GROVE/VISTA CHILDREN'S CENTER  
FOR THE PLACEMENT OF AN OUT-DISTRICT STUDENT**

The parties of this Agreement are Vancouver Public Schools ("VPS") and Home District. It is agreed by VPS and Home District hereto as follows:

**I. PURPOSE**

The purpose of this Addendum Agreement is to establish a fee for service agreement — ***see below – indicate service.***

- \_\_\_\_\_ Administration of Evaluation Testing @ \$75.00 per hour
- \_\_\_\_\_ Additional Fir Grove Mental Health Support @ 4 hours/month = \$500 per month
- \_\_\_\_\_ Additional Fir Grove Staff Support with Student Transition to a comprehensive setting back to the home district, will be @ \$75.00 per hour + Travel
- \_\_\_\_\_ Fir Grove Staff ongoing Consultation \$75.00 per hour + Travel (This will last for no more than one month @ 4-8 hours per month)
- \_\_\_\_\_ Addendum for 1:1 paraeducator that works 6 hours per day, 5 days per week @ \$4,050 per month.

**II. TERM OF COOPERATIVE AGREEMENT**

The term of this agreement shall be for the 2020-2021 school year, specifically from the date the agreement is signed by all parties, until the last day of school in June, 2020, unless the school year is designated to be lengthened to make up for snow days, in which event the last day of the lengthened school year will be the last day of this agreement. Notwithstanding the foregoing, this Agreement may be terminated before the end of the school year in accordance with paragraph VII below.

**III. LOCATION OF FACILITIES**

The Fir Grove/VISTA program is located at 2920 Falk Road, Vancouver, Washington

**IV. RESPONSIBILITIES OF HOME DISTRICT**

The agreed fee for service under this Agreement shall insert amount dollars for a full school year. Home District shall pay to VPS the agreed fee for services on a monthly basis, due payable on the 15<sup>th</sup> of each month.

## **V. TERMINATION**

- A. This agreement may be mutually terminated by written agreement of Home District and VPS with a two week written notice.
- B. With two weeks of written notice to Home District, this agreement may be unilaterally terminated by VPS for safety reasons of the student, other students, or staff, or because Fir Grove cannot meet the needs of the student.

## **VI. AMENDMENT**

This Agreement may be amended only by mutual written agreement of all parties during the 2020-2021 school year.

## **VII. INDEMNIFICATION**

- C. Home District agrees to indemnify and to hold harmless VPS, its officers, agents and employees, from any and all claims and losses resulting from VPS's performance of the contract and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of Student.
- D. VPS agrees to indemnify and hold harmless Home District, its officers, agents, and employees, from any and all claims and losses resulting from the Home District performance of the contract.

## **VIII. APPLICABLE LAW**

This contract has been and shall be construed as having been formed and delivered within the State of Washington and it is mutually understood and agreed by each party hereto that this contract shall be governed by laws of the State of Washington, both as to interpretation and performance.

## **IV. WAIVER AND SEVERABILITY**

No provision of this Agreement or the right to receive reasonable performance of any act called for by its terms shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.

In any terms or conditions of this Agreement or application thereof to any person or circumstance are held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.

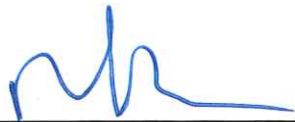
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**WOODLAND**

By:   
Daniel Bettis  
Executive Director, Special Services

By: \_\_\_\_\_  
Superintendent or Designee

Date: 8/13/20

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