



EDUCATIONAL OPPORTUNITIES *for* CHILDREN AND FAMILIES

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Visit us on the web: www.eocfwa.org

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May 3, 2010

Michael Green, Superintendent
Woodland School District

E.O.C.F. provides a comprehensive preschool program for children and families, including children with special needs within your School District. It is our desire to set up an Interagency Agreement to collaborate these services. The enclosed agreement specifies a commitment to assure that we can provide the most effective and efficient services collaboratively with our Local Education Agencies. Please review the attached agreement and make any recommended changes, or sign both copies, and return them to:

Traci Mitchel
EOCF
PO Box 821110
Vancouver, WA 98682

We will then have our Executive Director sign the agreements and send one copy to you for your records. We look forward to our continued partnership in providing support and services to our families.

Sincerely,

Holly King
Special Resources Manager

Traci Mitchel
Disabilities Services Supervisor

• Head Start of Clark, Pacific, and Cowlitz Counties • Early Head Start •
• Early Childhood Education and Assistance Program of Clark County • Infant Toddler Early Intervention • HotShots Youth Sports Program •

EOCF shall not discriminate in its staff, hiring practices, board, volunteers, volunteer committees, or recipients of any service on the basis of a person's race, color, religion, sex, sexual orientation, age, national origin, marital status, veteran status, mental, physical, or sensory disability, or any other status not listed, as protected by state and/or federal law.

Interagency Agreement for Preschool Activities Including Special Education for School Year

2010-2011

Between

Woodland School District

800 Third Street
Woodland, WA 98674

(hereinafter referred to as the DISTRICT)

and

EDUCATIONAL OPPORTUNITIES FOR CHILDREN & FAMILIES

PO Box 821110
Vancouver, WA 98682-0025

(hereinafter referred to as EOCF)

The general purpose of the Agreement is to provide communication and support to all EOCF children with transition information, and for early intervention education and therapy services to disabled students ages three-to-five years within the District boundaries as allowed by RCW 28A.310.180, and EOCF Policies and Procedures for the 2010-2011 school year. In consideration of the promises and conditions contained herein, the EOCF and the DISTRICT do mutually agree as follows:

0.0 GENERAL PROVISIONS

- 0.1 All staff for the program identified in Section 2.0 of this agreement shall be employed by and shall be subject to the policies and rules and regulations of the Board of Directors of the EOCF.
- 0.2 EOCF shall maintain general liability coverage in the amount of one million (\$1,000,000) dollars.
- 0.3 EOCF and the DISTRICT agree to work cooperatively to meet the needs of special education eligible preschool students.
- 0.4 EOCF and the DISTRICT agree to jointly review and develop on an annual basis an Interagency Agreement to further strengthen the collaboration efforts when EOCF serves children that reside within the DISTRICT boundaries.

1.0 RESPONSIBILITIES OF THE DISTRICT

- 1.1 Work in partnership with parents(s) and EOCF to jointly develop and implement an appropriate IEP for eligible DISTRICT students who will continue to participate in

the EOCF/Headstart/ECEAP Program specifically identifying services to be provided by the DISTRICT and/or EOCF in accordance with Sections 1.2 and 2.3 of this Agreement.

- 1.2 Provide for eligible DISTRICT children, who are enrolled in the EOCF Head Start/ECEAP Program, special education consultative services. Those services include: referral, assessment, participation in staffings, development and revision of IEPs, placement, transition, instructional consultation, technical assistance for the regular classroom teacher, and other meetings as appropriate.
- 1.3 Act as liaison between EOCF and families when a child is referred to special education in the DISTRICT.
- 1.4 Review files for eligibility as designated by Chapter 392-172, WAC.
- 1.5 Share student educational information, including assessment results, with parent/guardian consent, necessary to facilitate the delivery of appropriate educational services to students participating in the DISTRICT and/or EOCF programs.
- 1.7 Collaborate with EOCF staff to provide transition information to all families within the DISTRICT when available. This may include kindergarten screening opportunities, classroom visitations, and kindergarten open house events available to children, parents and EOCF staff. The DISTRICT acts as primary liaison for transition information.
- 1.8 Make every effort to serve eligible special education students referred from EOCF in the least restrictive environment as designated on the child's IEP.
- 1.9 Work cooperatively with EOCF to allow opportunities, as space and program requirements permit, for EOCF students; ages 3 to 5 to access the DISTRICT special education preschool programs for purposes of integration and reverse mainstreaming.
- 1.11 Through EOCF's Disability Component Office, invite EOCF agency staff to eligibility and IEP meetings for children enrolled in EOCF who reside in the DISTRICT boundaries.
- 1.12 Allow EOCF staff to visit their classrooms, by arrangement, to observe children who are dually enrolled.
- 1.13 Invite EOCF staff and parents to in-services, parent workshops, and/or seminars related to Special Education when appropriate and based on space availability.

2.0 RESPONSIBILITIES OF EOCF

- 2.1 Provide comprehensive child find screening to children who reside in the DISTRICT boundaries and who are enrolled in EOCF programs.

- 2.2 With parental consent, refer children with suspected disabilities for evaluation to the DISTRICT in a timely manner. EOCF will provide child find screening information for these referrals with written parental/guardian consent to exchange information.
- 2.3 Work in partnership with parents(s) and the DISTRICT to jointly develop and implement an appropriate IEP for eligible DISTRICT students who will continue to participate in the EOCF/Headstart/ECEAP Program specifically identifying services to be provided by the DISTRICT and/or EOCF.
- 2.4 Work cooperatively with the DISTRICT to allow opportunities for special education students ages 3 to 5 to access EOCF programs for purposes of mainstreaming and integration.
- 2.5 Share student educational information, with parent/guardian consent, necessary to facilitate the delivery of appropriate educational services to students dually participating in the DISTRICT and EOCF programs.
- 2.6 For students enrolled in EOCF and receiving consultative special education service or speech and language services from the DISTRICT, provide records in conformance with a consent to exchange information form signed by the parent/guardian.
- 2.7 Provide an EOCF representative at appropriate DISTRICT meetings upon invitation from the DISTRICT and parent consent.
- 2.8 Allow, with parental consent, the DISTRICT staff to visit their classrooms to observe children who are dually enrolled.
- 2.9 Invite the DISTRICT staff and parents to in-services, workshops, and/or seminars related to Special Education when appropriate and based on space availability.
- 2.10 Provide monthly reports to the DISTRICT during the school year regarding children who have been referred from EOCF, or children with IEPs enrolled in EOCF who reside within the DISTRICT boundaries.

3.0 INDEMNIFICATION

The DISTRICT agrees to indemnify and hold harmless the EOCF, its officers, agents and employees from any and all claims and losses resulting from the DISTRICT's performance of this Agreement, 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 the employees or agents of the DISTRICT.

The EOCF agrees to indemnify and hold harmless the DISTRICT, its officers, agents and employees from any and all claims and losses resulting from the EOCF's performance of this Agreement, 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 the employees or agents of the EOCF.

4.0 TERMINATION FOR BREACH

- 5.1 If either party is dissatisfied with the efforts made by the other party to comply with the terms and conditions of this Agreement, the parties will meet in an effort to resolve issues prior to considering termination of this Agreement.
- 5.2 If either party fails to comply with the terms and conditions of this Agreement, the other party, upon 30 days prior written notice to the breaching party, may terminate this Agreement.

6.0 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. This Agreement may be modified or amended in writing with the mutual consent of the parties.

7.0 EMPLOYMENT REPRESENTATION

During the term of this Agreement, an employee(s) of the EOCF, a volunteer(s), a college student(s), or a student teacher(s) may have contact with public school children. Therefore, the EOCF shall not permit unsupervised access to the DISTRICT children by an employee(s), volunteer(s), a college student(s), or student teacher(s) who have 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 the EOCF to comply with this section shall be grounds for the DISTRICT to immediately terminate this contract.

8.0 HEADINGS

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, limit or extend the scope or intent of the sections to which they appertain.

9.0 APPLICABLE LAW

This Agreement shall be governed by federal law and the laws of the State of Washington.

10.0 DISPUTE RESOLUTION

The DISTRICT and EOCF agree to negotiate in good faith to resolve all disputes arising under the articles of this Agreement. If negotiation between these parties fails to resolve any such dispute to the satisfaction of both parties, then the issue shall be resolved through binding arbitration. Both parties shall agree to the selection of the arbitrator. The non-prevailing party shall be responsible for any costs for the services of the arbitrator. The decision of the arbitrator shall be final and binding on the parties hereto.

11.0 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.

If 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.

12.0 EFFECTIVE DATE AND DURATION

This Agreement shall commence on October 1, 2010 and shall terminate on September 30, 2011.

IN WITNESS WHEREOF, the EOCF and the DISTRICT have executed this Agreement consisting of five (5) pages.

EDUCATIONAL OPPORTUNITIES FOR CHILDREN & FAMILIEIS	Woodland School District
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Executive Director/Designee

Superintendent/Designee

Date

Date