



EDUCATIONAL
SERVICE
DISTRICT 112

AGREEMENT/
CONTRACT NO: 1140-30
REVENUE CODE: 3810-81-155
Fiscal Year 2010-2011
Dept. Approvals:

**AGREEMENT FOR
GRADUATION ALTERNATIVE PROGRAM SERVICES**

between

**EDUCATIONAL SERVICE DISTRICT NO. 112
2500 NE 65th Avenue
Vancouver, WA 98661-6812**

and

**WOODLAND SCHOOL DISTRICT
800 Third Street
Woodland, WA 98674**

1. **Purpose.** This Agreement between Educational Service District No. 112 (the “ESD”) and Woodland School District (the “District”) for the 2010-2011 school year is made for the purpose of providing the District with an educational program for selected students who are not attending school and have exhausted alternative options within the District, as mutually deemed acceptable to the District.
2. **Term.**
 - 2.1. **Initial Term.** The initial term for the Agreement shall be from *September 1, 2010 to June 30, 2011*.
 - 2.2. **Renewal.** Subject to the termination provisions below, this Agreement shall automatically be renewed for the same period each subsequent year (“renewal”) unless the District gives written notice of its election to terminate the Agreement at least one hundred twenty (120) days before the end of the initial term or any renewal term. In the event the District fails to provide notice of election to terminate at least one hundred twenty (120) days before the end of the initial term or any renewal term, then in addition to any other damages required to be paid pursuant to Section 8 below, the District shall be obligated to pay all fees for the renewal term upon invoicing by the ESD.
3. **Organization and Governance.** The parties agree the ESD is authorized as the legal and administrative entity to govern and direct the operation of this Agreement and the parties’ obligations hereunder in accordance with the terms of this Agreement and the ESD’s adopted policies and procedures.

4. **Responsibilities of the ESD.**

- 4.1 PROGRAM--The ESD agrees to provide the District an educational program of not less than 25 hours per week for selected students who are not attending school full-time and have exhausted alternative options within the District, as mutually deemed acceptable to the District. Such services may be subject to change pursuant to written Agreement between ESD 112 and the District, but shall include:
- 4.2 Conduct assessment and individual service strategy for each student so that s/he meets the program goal of recovering credits in order to return to the school or achieve a Graduation Equivalency Diploma and a plan for further training or employment.
- 4.3 The ESD will assign staff to work with the District and building liaisons, keeping them apprised of student and program progress.
- 4.4 Monitor and document time, attendance, and participation of each student. Provide monthly student count to School District personnel on the last day of each month.
- 4.5 Coordinate, where applicable, part-time attendance at Clark County Vocational Skills Center or other vocational program(s).
- 4.6 Provide District with verification of student achievement.
- 4.7 Send invoice billings to the District on a monthly basis.
- 4.7.1 Billing dates will be at the end of each month.

5. **Responsibilities of the District.**

- 5.1 Assign a District and student-based liaison to the ESD 112 program that can make the decision about student referrals.
- 5.2 The District shall pay to the ESD the sum of 1/9 (11.1%) of the school's basic education allocation, per student, per month, for each District participant who is counted in full attendance at the ESD program. The BEA rate is established in the fall by OSPI. The ESD shall bill for the 9 months that the program operates (September through May).
- 5.3 Should any services beyond the scope of this agreement be requested by the District or required of the ESD, the ESD and the District will negotiate an amount to be included in a contract addendum.

6. **Assignment.** Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.

7. **Mutual Termination.** This Agreement may be terminated by mutual agreement by the parties.
8. **Unilateral Termination By District.**
 - 8.1. **Definition.** A “unilateral termination by the District” is a withdrawal from or termination of the Agreement prior to the expiration of the initial or any renewal term.
 - 8.2. **Damages.** By entering into this Agreement, the District acknowledges that it is or may be participating in a fee for services program with the ESD and that its withdrawal from or termination of this Agreement prior to the expiration of the then ongoing term is likely to result in material adverse financial consequences for the ESD. As a result, in the event of the unilateral termination by the District, the District shall pay all fees for the remainder of the then ongoing initial term or renewal term in full; fees shall not be prorated for any partial term. The District agrees such amount constitutes liquidated damages and not a penalty and further agrees that those amounts are a reasonable reflection and estimate of damages which will be incurred by the ESD as a result of the District’s unilateral termination.
 - 8.3. **Termination After Renewal.** If this Agreement is renewed and thereafter the District unilaterally terminates this Agreement within the last one hundred twenty days (120) of the ongoing initial term or any renewal term, then in addition to the damages called for above, the District shall also be responsible for all costs related to personnel whose services would have been needed to serve the District had it not unilaterally terminated and who cannot lawfully be terminated (or non-renewed) in a timely manner.
9. **Termination by ESD.**
 - 9.1. **Breach by District.** In the event the District fails or neglects to pay or perform according to the terms of this Agreement, the ESD may terminate this Agreement upon thirty (30) days written notice to the District & the District shall be responsible for payment of all damages as described in Section 8 above.
 - 9.2. **Upon Dissolution of Fee for Services Program.** The ESD reserves the right to dissolve this fee for services program and terminate this Agreement when in the ESD's judgment its participation in this fee for services program does not afford an educational or financial advantage in quality or quantity of services called for in this Agreement. The ESD will give the district 120 days notice of the dissolution of this program. In the event of dissolution of this fee for services program, all assets acquired by the ESD from any monetary source or assets donated and placed in service for this fee for services program during the life of the Agreement shall be and remain the property of the ESD.

10. Termination for Breach

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 with no continuing financial liability to the non-breaching party.

11. Employment Representation

During the term of this contract, an employee(s) of the ESD may have contact with public school children. Therefore, the ESD is prohibited from employing 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 the ESD to comply with this section shall be grounds for immediate termination of this contract.

12. Indemnification.

12.1. ESD. The ESD agrees to protect, defend, indemnify and hold the District, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the ESD's negligent performance under this Agreement.

12.2. District. The District agrees to protect, defend, indemnify and hold the ESD, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the District's negligent performance under this Agreement.

13. Waiver. 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.

14. Severability. If any term of 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 the Agreement which can be given effect without the invalid term, condition, or application and, to this end, the terms and conditions of this Agreement are declared severable.

15. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and any action or litigation undertaken to enforce the terms of this Agreement shall be conducted in Clark County, Washington.

16. Whole Agreement. The parties agree that this Agreement, together with all appendices, if any, constitute the entire agreement between the parties and supersedes all prior or existing written or oral agreements between the parties and may not be amended other than in writing signed by the parties.

17. **Attorneys Fees and Costs.** In the event litigation arises out of this Agreement, the losing party agrees to pay the prevailing party's attorney fees incident to said litigation, together with all costs and expenses incurred in connection with such action, whether incurred in trial court or on appeal.
18. **Captions.** Paragraph headings have been included for the convenience of the parties and shall not be considered a part of this Agreement for any purpose relating to construction or interpretation of the terms of this Agreement.
19. **Opportunity Without Discrimination.** The ESD and the District agree to comply with all applicable state and federal rules and regulations which prohibit discrimination on the basis of race, color, creed, religion, national origin, age, families with children, sex, marital status, sexual orientation, honorably discharged veteran or military status, physical, sensory or mental disabilities, or use of a trained guide dog or service animal. Inquiries regarding compliance and/or grievance procedures for the ESD may be directed to the ESD at its address above.
20. **Authority.** The terms and conditions of this Agreement to which the parties agree are being entered into by appropriate resolutions of the respective boards of directors of the ESD and the District.

IN WITNESS WHEREOF, the District and the ESD have executed this Agreement on the date and year indicated below.

EDUCATIONAL SERVICE DISTRICT NO. 112

by: _____ Date: _____

WOODLAND SCHOOL DISTRICT

by: _____ Date: _____

PLEASE SIGN, DATE, AND RETURN BOTH COPIES OF THIS AGREEMENT TO:

Internal Accounting
Educational Service District 112
2500 NE 65th Avenue
Vancouver WA 98661-6812

A countersigned copy will be returned to you.