



EDUCATIONAL  
SERVICE  
DISTRICT 112

AGREEMENT/  
CONTRACT NO: 1355-27  
REVENUE CODE: 1271-71-0000-340  
Fiscal Year 2012-2013

**AGREEMENT FOR  
PHYSICAL THERAPY SERVICES**

**between**

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

**and**

**WOODLAND SCHOOL DISTRICT  
(Hereinafter referred to as the District)  
800 Third Street  
Woodland, WA 98674-8467**

1. **Purpose.** This Agreement between Educational Service District No. 112 (the “ESD”) and Woodland School District (the “District”) is made for the purpose of providing the District with physical therapy services as mutually deemed acceptable to the district.
2. **Term.**
  - 2.1. **Initial Term.** The initial term for the Agreement shall be from September 1, 2012 to June 30, 2013.
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 physical therapy services 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:

4.1.1 Provide onsite certificated physical therapist services for up to 10 days during the 2012-13 school year.

4.2 Bill the District in the amount of \$3,800, billed in ten (10) equal monthly installments from September 2012 to June 2013.

5. **Responsibilities of the District.**

5.1 Agrees to pay the ESD the cost not to exceed \$3,800; paid in ten (10) equal monthly installments October 2012 through July 2013.

5.2 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.

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 and 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. 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 this 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. **Indemnification.**

11.1. **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.

11.2. **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.

12. **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.

13. **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.

14. **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.
15. **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.
16. **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.
17. **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.
18. **Opportunity Without Discrimination.** The ESD and the District agree to comply with all laws that prohibit discrimination on the basis of race, creed, color, national origin, age, families with children, sex, marital status, sexual orientation, 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.
19. **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.

Woodland School District  
Physical Therapy Services Agreement #1355-27

**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 Fiscal Services  
Educational Service District 112  
2500 NE 65th Avenue  
Vancouver WA 98661-6812  
A countersigned copy will be returned to you.

6/18/12