

**Contractual Agreement
For Education Services For Children
2012-2013**

Whereas, Woodland School District, a municipal corporation, Cowlitz County, Washington, provides special education and related services to students, birth to three years of age; and

Whereas, the District cannot at present provide either directly or through agreement with any other school district certain special education and related services for students, birth to three years of age; and

Whereas, Progress Center, Inc. can provide the resources necessary for the District to provide appropriate special education and related services to students, birth to three years of age;

Now, therefore, the parties agree as follows:

1. **Parties.** The parties to this contract are Woodland School District, a municipal corporation, Cowlitz County, Washington (the "District"), and Progress Center, Inc. ("Progress Center") IRS tax ID number 91-0776887.
2. **Name of Student(s).** The disabled students served under this agreement are reported to the District on the first of each month for state count purposes.
3. **Location and Setting of Services.** Services are to be provided at Progress Center's facilities located at 1600 3rd Ave., Longview, Washington, and/or at the student's home or other locations of the families' choice in the child's natural environment. Progress Center is an approved nonpublic school agency that provides early intervention education and related services to disabled children, birth to three years of age.
4. **Program Administration and Supervision.** Progress Center is an approved nonpublic school agency that provides early intervention education and related services to disabled children, birth to three years of age. Progress Center is administered by an Executive Director and is governed by a volunteer board of directors.
5. **Coordination of Services.** Progress Center: **Phil Olson**, Executive Director; District: **Deb Kernen**, Director of Special Programs.
6. **Compliance Assurance.** Progress Center hereby represents and provides the District assurance that it complies with all applicable licensing/certification requirements for the operation of a nonprofit agency under Washington laws. It is the responsibility of Progress Center, Inc. to yearly submit an application to the Superintendent of Public Instruction for approval as a nonpublic school provider. Failure to acquire nonpublic school approval will render all articles and agreements contained in this contract null and void, as well as future agreements for mutual enhancement of services.
7. **Periodic Student Reports.** Progress Center shall provide the District with written reports on student progress on the student's Individual Education Program (IEP)/Individual Family Service Plan (IFSP). These will be submitted to the District on a timely basis upon request.
8. **Annual Program Monitoring.** Progress Center shall allow the District representative or designee to observe Progress Center operations upon reasonable advance notice, and access to Progress Center operating information and documents to insure that Progress

Center complies with applicable state and federal regulatory requirements. The monitoring of the student's programs shall be in accordance with the provisions of the student's IEP/IFSP.

9. **Duration of Contract.** This contract's terms shall be from October 1, 2012 until June 30th, 2013.
10. **Program Day and Student's Program.** The menu of services to families revolves around the Individual Family Service Plan which details the services a student is eligible to receive. An IFSP is developed for each student which meets the legal requirements of an IEP and meets the requirements of PL 99-457, Part C (IDEA) and Part B.

10.1 All Individual Family Service Plans (IFSP's) and Individual Education Plans (IEP's) will be implemented in accordance with WAC 392-172A-03090. Evaluation of students in the 0-3 age group will be the responsibility of Progress Center, Inc. and subject to review by the District for determination of eligibility for Special Education funding. Only tests that are approved by the Superintendent of Public Instruction will be used to determine eligibility.

10.2 Progress Center will submit monthly student counts of eligible Special Education students with signed IFSP's to the District, on or before requested dates submitted to Progress Center in writing by Woodland School District.

Progress Center shall develop and monitor progress toward IFSP goals concerning the student, including annual review and determination of program requirements, including annual progress monitoring procedures to determine appropriateness of placement as determined with District representative.

Progress Center shall provide the District with copies of all confidential records and reports generated at Progress Center for each student. The District will be required to sign for all paperwork to verify receipt.

10.3 Progress Center shall initiate and collaborate for transition into District programs.

(A.) Progress Center shall begin a transition procedure no later than 120 days prior to a student turning three years of age, following guidelines outlined by WAC 392-172A-02080. The transition procedure will include a reassessment following procedures established under WAC 392-172A-03020, 392-172A-03025 and 392-172A-03035. Progress Center shall within the transition process mutually determine with the District the procedures and location for the reevaluation as established by WAC 392-172A-0315. The District will be responsible to conduct the evaluation. The District will be responsible under WAC 392-172A-03020 to notify parents of the need for re-evaluation, to invite the parent to the meeting to discuss procedures and to obtain consent for the re-evaluation. The District will schedule and invite the family and Progress Center staff to the IEP meeting.

(B.) Progress Center shall provide age appropriate equipment for these students and parents. All assets acquired by Progress Center and

placed in service for the duration of this agreement shall remain the property of Progress Center. Any asset acquired by the District and used in the program will remain property of the District unless the value of the asset is applied to the amount owed to Progress Center, in which case the asset will become property of Progress Center.

11. **Charges and Reimbursement.** Progress Center shall bill the District for services by the first of each month and the District shall submit payment to Progress Center by the end of the month of which the bill is received.
12. **Contract costs and Reimbursement.** Progress Center may bill the District **\$494.94** per month, per student, for basic monthly services. Progress Center will bill the District for student services provided on a monthly basis to begin October 1, **2012** and to end June 1, **2013**. Students who are identified during the months as not covered by normal resident handicapped count procedure, cannot be billed for until the October 1 count date.
 - 12.1 Requests for expenses beyond the usual and standard services will be forwarded to the District, and must have prior approval from the District before they can be implemented. The District will assume operational responsibility to pay for such services or deny the request. In the event the District denies the request, the parent of the student will be informed of the decision and if the parent disagrees with the denial, the parent will be informed as to how to appeal the decision. The District also recognizes that individual disabled students have unique needs that must be met for them to receive a free, appropriate public education.
 - 12.2 The District shall enter the students on the child count procedures for the State of Washington (P223H) and receive the reimbursement therefor.
13. **Contract Review, Renewal and Termination.** This contract terminates at the end of the District's **2012-2013** instructional year, which is currently scheduled for June **2013**. The agreement may be renewed by mutual agreement of the parties. The agreement may be modified only by written agreement of the District and Progress Center. Either party may terminate the agreement upon 90 days advance written notice to the other.
14. **Disposition of Materials Upon Termination.** All equipment and materials of Progress Center used to implement this contract shall remain the property of Progress Center and return to Progress Center upon its termination or when it is no longer necessary to support the student's program. Equipment or materials purchased by the District shall remain the property of the District and return to the District upon its termination or when it is no longer necessary to support the student's program.
15. **Due Process Compliance.** The District retains full authority and responsibility to make all necessary determinations concerning the student's educational program, placement, due process, and similar requirements.
16. **Contractor's Policies.** Progress Center's policies and procedures governing the matters listed WAC 392-172A-04085 are on file at Progress Center for District review.
17. **Liability Insurance.** Progress Center shall provide proof of liability insurance coverage in an amount and under terms satisfactory to the District. This document is on file at Progress Center.

18. **Approval.** This agreement is conditioned upon approval of Progress Center as a nonpublic school agency by the State Board of Education pursuant to WAC 392-172A-04090.
19. **Integration.** This written instrument is the entire agreement of the District and Progress Center. No alteration, variation, or amendment of its terms, including any oral modification, shall be made unless set forth in a written amendment to this agreement.

Dated this _____ day of _____, 2012.

PROGRESS CENTER, INC.

By: Philip D. Allan

As its: Executive Director

WOODLAND SCHOOL DISTRICT

By: Deb Keenan

As its: Special Programs Director