

COOPERATIVE AGREEMENT FOR EDUCATIONAL SERVICES

This cooperative agreement is made and entered into, by and between Woodland Public Schools, 800 Third Street, Woodland, WA 98674 and the Evergreen School District, #114.

It is mutually agreed between the above parties as follows:

I TERM OF AGREEMENT:

The term of this Cooperative Agreement shall be for a period of one year beginning **September 5, 2012** and ending **August 31, 2013**. This agreement can be renewed from year to year upon mutual written agreement of the parties.

II SCOPE OF WORK:

Evergreen School District #114 will provide academic services in a therapeutic environment. 49th Street Academy is a day treatment program with full time therapists and low adult/student ratio. All staff are trained in behavior intervention and collaborative problem solving.

III FEES:

Evergreen School District, #114 will invoice Woodland Public Schools monthly. Woodland District will pay the invoiced fee within 30 days of invoice date. Monthly invoicing will be in the amount of \$4,500 per student. Additional Costs at \$500.00 per hour per month for 1:1 & Transportation provided by District of Residence. Services will be through the end of the normal school year and June will not be prorated.

IV WHOLE AGREEMENT:

This agreement is the complete and exclusive statement of the Agreement between the parties relevant to the purpose described above and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. No modification of the Agreement will be binding on either party except as a written addendum signed by authorized agents of both parties.

V MODIFICATION:

This Agreement may be modified only by an addendum signed by an authorized agent of each of the parties hereto.

VI PROHIBITION AGAINST ASSIGNMENT:

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

VII INDEMNIFICATION:

Woodland Public Schools agrees to indemnify and to hold harmless Evergreen School District #114, its officers, agents and employees, from any and all claims and losses resulting from performance of the contract, and from any and all claims and losses resulting to any person who may be injured or damaged by the action and/or conduct of the employees or agents of the Evergreen School District #114.

Evergreen School District #114 agrees to indemnify and hold harmless Woodland Public Schools, their officers, agents, and employees, from any and all claims and losses resulting from Evergreen School District, #114'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 action and/or conduct of the employees or agents of Evergreen School District #114.

VIII EMPLOYMENT REPRESENTATION:

During the term of the contract, an employee(s) of Evergreen School District #114 may have contact with school children at a public school. Therefore Evergreen School District #114 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 Evergreen School District #114 to comply with this section shall be grounds for the participating districts to immediately terminate this contract.

During the term of the contract, an employee(s) of Woodland Public Schools may have contact with school children at a public school. Therefore, Woodland Public Schools 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 Woodland Public Schools to

comply with this section shall be grounds for Evergreen School District #114 to immediately terminate this contract.

IX TERMINATION:

This Agreement may be terminated under the following conditions:

1. By mutual written agreement of both parties. Termination under this provision may be immediate.
2. Upon ninety (90) school days written notice by either party to the other of intent to terminate.
3. By either party for breach of obligations set forth in this Agreement. Before termination may occur pursuant to this provision, the party alleging breach must notify the other party of the nature of the alleged breach. The party alleged to be in default shall have five (5) school business days to cure said breach to the satisfaction of the other party.
4. Any termination hereunder shall not effect the completion of requirements necessary for the satisfactory completion of the program for the students enrolled at the time of termination.

X EXPIRATION:

The term of this Agreement is the 2012-2013 school year and the Agreement shall expire at the close of the school year unless extended by an addendum per Article VIII.

Woodland Public Schools and Evergreen School District #114 hereby agree to all provisions of this Agreement.

Signed this _____ day of _____ 2012

For Woodland Public Schools

For Evergreen School District #114

Signature

John Deeder, Superintendent
Evergreen School District #114

Name Typed

Joan Skelton, President
Evergreen School District School Board

Title

Cindy Christensen, Director
Special Services