

## **COOPERATIVE AGREEMENT FOR EDUCATIONAL SERVICES**

This cooperative agreement is made and entered into by and between Woodland Public Schools (referred to as Contracting District), 800 Second St., Woodland, WA 98674 and the Evergreen School District, #114 (referred to as District), P.O. Box 8910, Vancouver, WA 98668-8910.

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 the remainder of the school year beginning **September 1, 2015** and ending **August 31, 2016**. This agreement can be renewed from year to year upon mutual written agreement of the parties.

### **II SCOPE OF WORK:**

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

### **III FEES:**

- A. Monthly fees will be charged for the following services:
  - a. Monthly rate of \$4,500 per student for Developmentally Delayed Classroom.
  - b. Monthly rate of \$3,200 per student for Day Treatment Classroom.
- B. Additional Monthly fees will be charged if 1:1 instructional aid is required at the rate of \$500 per month, per student, for each daily hour during the month. (For example, if 1:1 instructional aide is 2 hours per day during a month, the Contracting District will be charged \$1000 per month (\$500 per month, per hour, per day, over the month, per student, X 2 hours = \$1000.00)).
- C. Prorated Fees:
  - a. Service fees will be prorated for the start month only and charged full rate for services through the end of the normal school year without prorate.
  - b. Prorated fees (for starting month) is calculated based on the number of days of student attendance divided by 20 (day/ month), multiplied by the appropriate services rate (in Section III A. above), and 1:1 instructional aid fees if applicable.

D. Other Requirements

- a. The Contracting District is expected to issue a purchase order to the District before services are provided. Transportation is provided by District of residence.
- b. The District will invoice the Contracting District monthly. The Contracting District will pay the invoiced fee(s) within 30 days of invoice date.

**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.

**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:**

Contracting District agrees to indemnify and to hold harmless District, 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 District.

District agrees to indemnify and hold harmless Contracting District, their officers, agents, and employees, from any and all claims and losses resulting from District 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 District.

**VIII EMPLOYMENT REPRESENTATION:**

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

During the term of the contract, an employee(s) of Contracting District may have contact with school children at a public school. Therefore, Contracting District 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 Contracting District to comply with this section shall be grounds for the District 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.

**X 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 the Agreement shall be conducted in Clark County, Washington.

**XI OPPORTUNITY WITHOUT DISCRIMINATION:**

District and Contracting 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 dog.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2015

**WOODLAND PUBLIC SCHOOLS**

**EVERGREEN SCHOOL DISTRICT #114**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Julie Bocanegra, Board President  
Evergreen School District #114

\_\_\_\_\_  
Name Typed

\_\_\_\_\_  
John Deeder, Board Secretary  
Evergreen School District #114

\_\_\_\_\_  
Title

\_\_\_\_\_  
Jey Buno, Director  
Special Services