



AGREEMENT/ 1651-30
CONTRACT NO:
REVENUE CODE: 5100-32-0000-640
Fiscal Year: 2015-2016

**AGREEMENT FOR
SPECIAL EDUCATION SERVICES FOR
CHILDREN BIRTH THROUGH 2 YEARS WITH DISABILITIES**

between

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

And

**Woodland Public Schools
(Hereinafter referred to as the District)
800 Second Street
Woodland, WA 98674**

1. **Purpose.** This Agreement between Educational Service District No. 112 (the “ESD”) and Woodland Public Schools (the “District”) is made for the purpose of providing the District with a special education program for children ages Birth through Two with disabilities as mutually deemed acceptable to the district.
2. **Term.**
 - 2.1. **Initial Term.** The initial term for the Agreement shall be from August 15, 2015 to August 15, 2016.
 - 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 eighty (180) 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 eighty (180) 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 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:

4.2 Provide direct services as outlined in IFSPs.

4.3 ESD will assure that all requirements of Part C (State and Federal) will be adhered to. This includes completing the evaluation and determination of eligibility in the 45 day timeline, assuring the development of the IFSP, monitoring student progress and completion of COSF, and data management through ESIT/DEL Part C data management system.

4.4 At the transition meeting, we discuss with the family whether a referral to the early childhood special education program is appropriate. If a continuing disability is suspected, a referral and evaluation will be completed under WAC 392-172-106, 108, 10900' 10905, and 111. Prior to the third birthday all assessment documentation and reports will be provided to the district for the development of the evaluation report/IEP, unless unforeseen family issues prevent this from happening. The ESD will communicate with the school district regarding these issues. The IEP is conducted by the school district early childhood team and the family. A representative from the ESD may be invited.

4.5 Where appropriate, contract with local developmental centers to serve students and act as District representative and case manager for all students identified in centers.

4.6 Collaborate and maintain agreements with the Part C Lead Agency and with Clark County Developmental Disabilities.

4.7 Notify District monthly, through district designee, of students enrolled in program.

4.8 Count all District Birth through two year old students with disabilities served by the ESD and center staff on a monthly and annual basis on state reports (P223H). Submit a revised 1295 Form to OSPI by August 31, 2016 based on actual enrollment. **See 5.1**

5. **Responsibilities of the District.**

- 5.1 The district shall notify OSPI before September 1, 2015, through the use of Form 1295 to transfer the District's special education (4121) revenue, based on an average count of 1 students. A revised 1295 Form will be sent to OSPI updated by August 31, 2016 based on actual enrollment. The ESD will make adjustment to the final 1295 transfer to reimburse the district \$500 for each student that transitions to the District special education three to five year old program. The District will be responsible for developing the students IEP prior to their third birthday.
- 5.2 Identify all District children aged birth through two years with disabilities on the required state reports (P223).
- 5.3 Identify District liaison for ESD staff to work with on identified students.
- 5.4 Work with ESD staff to transition children into district programs at age three or the appropriate time as determined by district procedures or multidisciplinary team (MDT).
- 5.5 The District agrees to cooperate fully with the ESD in the preparation of a due process hearing and make district staff available, where needed, to the ESD and its legal counsel without additional cost to the ESD.
- 5.6 The District assumes responsibility for all Section 504 obligations which are not also special education obligations for any particular child.
- 5.7 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 eighty days (180) of the ongoing initial term or any renewal term, the District shall also be responsible for all salary and benefit 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 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.

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 PUBLIC SCHOOLS

by: _____ Date: _____

PLEASE SIGN, DATE, AND RETURN 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.

6/30/2015