

## **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 **October 31, 2011** and ending **August 31, 2011**. 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. 49<sup>th</sup> 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 District 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. If a 1:1 is needed there is an additional Cost of \$500.00 per hour per month which is the equivalent of \$3500 a month for 7 hours a day. The 1:1 cost will be prorated for students the first month based on start date. Transportation is provided by District of Residence. Services will be through the end of the normal school year and June will not be prorated. FTE is assigned to the sending school district for purposes of count and the sending school district receives the Basic Education and Special Education Funds.

### **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 District 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 District, 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 District may have contact with school children at a public school. Therefore, Woodland 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 Woodland District to comply with this section shall be grounds for the Woodland 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.

WOODLAND District and Evergreen School District #114 hereby agree to all provisions of this Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011

**FOR WOODLAND DISTRICT**

**FOR EVERGREEN SCHOOL DISTRICT #114**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
John Deeder, Superintendent  
Evergreen School District #114

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

\_\_\_\_\_  
Troy Thomas, President  
Evergreen School District School Board

\_\_\_\_\_  
Title

\_\_\_\_\_  
Cynthia Christensen, Director  
Special Services