



**INTERLOCAL AGREEMENT-NON RENEWING SERVICES
FISCAL YEAR 2016-2017**

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

Parties to the Contract:

Educational Service District No. 112, hereinafter referred to as “ESD”, and Woodland School District No.404 800 Second Street Woodland, WA 98674, hereinafter referred to as the “District”.

Summary Statement-Contract Purpose

QUEST ACADEMY

The purpose of this contract is to address the provision of academic services and behavioral supports in a therapeutic environment operated by ESD.

Contract Number: 17136-030	CFDA: # N/A
Contract Period Initial Term Start: September 7, 2016 Initial Term End Date: November 30, 2016	Financial Terms: Payments under this contract shall not exceed on monthly basis: Level 1 \$5,325 per student Level 2 \$7,500 per student <i>Level based on IEPs – see §4.1.1</i>

Attachments: This Agreement consists of this signature page and the following exhibits, which constitute the entire understanding of the parties

- Exhibit A: Terms & Conditions**
- Exhibit B: Agreement Contact Information**

Signed versions of this Agreement transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

IN WITNESS WHEREOF, the District and ESD have executed this Agreement on the date and year indicated below.

Woodland School District No.404

AUTHORIZED SIGNATURE: _____ DATE: _____

EDUCATIONAL SERVICE DISTRICT NO 112

AUTHORIZED SIGNATURE: _____ DATE: _____

ESD INFORMATION

REV ACCT NO: 1301 81 740

DEPT APPROVAL
BUDGET APPROVAL

SIGN DATE & RETURN TO:

Internal Accounting
Educational Service District No. 112
2500 NE 65th Avenue, Vancouver WA 98661
or

Email: districtcontracts@esd112.org

**EXHIBIT A
TERMS & CONDITIONS**

1. Purpose.

1.1 This Agreement between Educational Service District No. 112 (ESD) and Woodland School District No.404 (the District), is entered into in accordance with the authority granted in the Interlocal Cooperation Act, RCW 39.34.030 and provisions that authorize educational service districts and school districts to contract with each other for services, specifically 28A.310.010, 28A.310.180, 28A.310.200, 28A.320.080 and 28A.320.035.

1.2 ESD and the District are entering into this Agreement to address the provision of academic services to District's students in a therapeutic environment at the Quest Academy program. Quest Academy is a day treatment program operated by ESD at 1946 8th Avenue, Longview WA 98632, with full time therapists and low adult/student ratio. All staff shall be trained in behavior intervention and collaborative problem solving. The provision of educational, instructional or specialized services in accordance with this Agreement will improve student learning or achievement.

2. Term.

2.1 Term. The Term for the Agreement shall be from September 7, 2016 to November 28, 2016.

3. Organization and Governance. The parties agree ESD will serve as the administrator for this cooperative undertaking and as such will govern and direct Quest Academy. A separate legal or administrative entity is not being formed. As the administrator, ESD shall act in accordance with the terms of this Agreement and ESD's adopted policies and procedures.

4. Finance, Budget and Property.

4.1 The District shall pay ESD on the following fee schedule for services provided under this agreement:

Level 1	\$5,325 per student for the month
Level 2	\$7,500 per student for the month

4.1.1 Level 1 or 2 shall be determined by the individual needs of each student, outlined within the Individualized Education Program (IEP). The level shall be identified and agreed to prior to the initiation of services.

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4.1.2 Prorated Fees:

4.1.2.1 Monthly fees will be prorated for the start month only. The full rate for services through the end of the term will be paid without proration.

4.1.2.2 The prorated fees (for starting month) shall be calculated based on the number of days of student attendance divided by 18 (day/ month), multiplied by the appropriate services rate (Section 4.1 above).

4.1.3 The District shall issue a purchase order to ESD, including the level of service to be provided and the monthly fee.

4.1.4 ESD shall invoice the District as a single installment for September through November. Invoice shall be paid within thirty (30) days of receipt.

4.1.5 The monthly fee shall be paid regardless of the student's attendance.

4.2 A separate budget for Quest Academy program services is not necessary and therefore is not being prepared. Quest Academy is a program developed and operated by ESD.

4.3 All personal property and assets acquired or received in connection with the obligations under this Agreement, including but not limited to equipment, materials, supplies and funds, shall be owned and retained by ESD, both during the term of this Agreement and after the Agreement is terminated, partially or completely. ESD acquired and owns real property at the location where Quest Academy is operated.

5. Parties Obligations. The parties agree to fulfill the following obligations:

5.1 Responsibilities of ESD. ESD shall:

5.1.1 Create and oversee operation of Quest Academy, a day treatment program with full time therapists and low staff/student ratio. All staff shall be trained in behavior intervention and collaborative problem solving.

5.1.2 Provide academic services and behavioral support to District students in accordance with the students' IEP and Quest Academy Program protocols.

5.1.3 Invoice the District in accordance with Section 4.

5.2 Responsibilities of the District. The District shall:

5.2.1 Have full responsibility for the student's evaluation(s), transcript, and participation and attendance in the IEP development and meetings.

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- 5.2.2 Complete all State and Federal reporting for the students. The District will report the students on the District's P223 and P223H.
- 5.2.3 Maintain all responsibilities as the resident district, including providing a free appropriate public education (FAPE).
- 5.2.4 Provide transportation of student to and from Quest Academy and assume full responsibility for all costs associated with such transportation.
- 5.2.5 Pay ESD in accordance with Section 4.
- 5.3 **Responsibilities of Both Parties.** ESD and the District shall:
 - 5.3.1 Comply with federal, state, and local laws in performing obligations under this Agreement, and any policies or regulations adopted by the parties' boards of directors. The District is solely responsible for due process hearings and compliance with state and federal laws that govern special education and related services (IDEA).
 - 5.3.2 Obtain and maintain commercial general liability insurance and automobile insurance in an amount not less than \$1,000,000 per occurrence. The parties shall, upon request, provide each other suitable evidence of insurance coverage required.
 - 5.3.3 Obtain any licenses or permits that are required to perform their respective obligations under the Agreement.
 - 5.3.4 Maintain books, records, documents, data and other materials compiled and related to the performance of obligations under this Agreement for the time period required under law or any applicable grant agreement. Both parties agree to provide access to and copies of any such books, records, documents, data or other materials to the other party upon request.
 - 5.3.5 **Amendment.** Changes to the services ESD is obligated to provide or fees the District is obligated to pay will be addressed in signed amendments to this Agreement, provided forty-five (45) days before the amendment is to take effect, unless otherwise mutually agreed.
- 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. **Employment Representation.** During the term of this contract, an employee(s) of ESD may have contact with public school children. Therefore, ESD is prohibited from

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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 ESD to comply with this section shall be grounds for immediate termination of this contract.

9. Indemnification.

9.1 ESD. 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 ESD's negligent performance under this Agreement.

9.2 The District. The District agrees to protect, defend, indemnify and hold ESD, its officers, agents and employees harmless from any and all claims and to the extent such claims or losses arise or result from the District's negligent or willful acts or omissions.

10. Force Majeure. ESD and District shall not be liable for any failure to perform its obligations in this Agreement, and shall not be liable for the damages in Section 8, if the failure to perform or action that gave rise to damages is a result of any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control, such as changes to federal, state or local laws, but excluding failure caused by a party's financial condition or negligence.

11. 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 party's failure to enforce the provision or rights to performance in a particular transaction or occurrence. Any and all waivers shall be in writing and signed by the party waiving the provision or its rights to performance. Any waiver that is not in writing shall not be binding or effective.

12. 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.

13. 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.

14. 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.

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15. **Attorneys Fees and Costs.** In the event litigation arises out of this Agreement, each party shall bear its own attorney's fees and costs.
16. **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.
17. **Opportunity Without Discrimination.** Per the requirements of state, local and federal laws, including 13 CFR 145, ESD and the District agree not to discriminate on the basis of race, creed, religion, color, national origin, age, families with children, sex, gender expression or identity, honorably discharged veteran or military status, marital status, sexual orientation, or non-job-related physical, sensory, or mental disabilities, or use of a trained guide dog or service animal. Inquiries regarding compliance and/or grievance procedures for ESD may be directed to ESD at its address above.
18. **Exclusion, Debarment and Suspension Certification.** Per the requirements of Executive Order 12-549, ESD and the District certify that neither they, nor their officers, directors, general managers or persons having primary management or supervisory responsibilities, are on the Excluded Parties List Report (web address: <http://www.sam.gov>) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. ESD and the District shall provide immediate written notice to each other if, at any time during the term of this Agreement, including any renewals hereof, they learn that this certification has become erroneous by reason of changed circumstances.
19. **Authority.** The terms and conditions of this Agreement to which the parties agree are being entered into by appropriate resolutions or delegation of authority by the respective boards of directors of ESD and the District.

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**EXHIBIT B
AGREEMENT CONTACT INFORMATION**

PROGRAM CONTACTS	
<u>THE DISTRICT</u>	<u>ESD</u>
Name: Deb Kernen	Name: Sara Paul
Position Title: Director Special Programs	Position Title: Director - Quest Academy
Phone: 360 841 2720	Phone: 360.430.6948
Email: kernend@woodlandschools.org	Email: sara.paul@esd112.org

FISCAL / BUDGET CONTACTS	
<u>THE DISTRICT</u>	<u>ESD</u>
Name: Stacy Brown	Name: Oksana Balaban
Position Title: Business Manager	Position Title: Budget Analyst
Phone: 360-841-2415	Phone: 360.952.3469
Email: brownst@woodlandschools.org	Email: oksana.balaban@esd112.org

ACCOUNTING / BILLING CONTACTS	
<u>THE DISTRICT</u>	<u>ESD</u>
Name: Stacy Brown	Name: Christy Stalcup
Position Title: Business Manager	Position Title: AR Specialist
Phone: 360-841-2415	Phone: 360.952.3490
Email: brownst@woodlandschools.org	Email: christy.stalcup@esd112.org

