



**INTERLOCAL AGREEMENT-RENEWING SERVICES
FISCAL YEAR 2017-2018**

**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 support in a therapeutic environment at Quest Academy, operated by ESD at 1946 8th Avenue, Longview WA 98632. Quest Academy is a day treatment program with full time therapists and low adult/student ratio, developed and operated by ESD112 in response to a request from local districts.

Contract Number: 18135-030**Contract Period**

Initial Term Start: September 1, 2017
Initial Term End Date: August 31, 2018
Nonrenewal Notification: May 1, 2018

Financial Terms: Payments under this contract shall not exceed on monthly basis:

Level 1 \$5,698.00 per student
Level 2 \$8,752.00 per student
Level based on IEPs – see Exhibit A §3.1

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

Exhibit A: Terms for Services Provided**Exhibit B: General Terms & Conditions****Exhibit C: 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 ESD112 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 81 840

DEPT APPROVAL Mary Mertz
BUDGET APPROVAL Oksana Balaban
BUS SVC APPROVAL CS

SIGN DATE & RETURN TO:

Internal Accounting
Educational Service District No. 112
2500 NE 65th Avenue, Vancouver WA 98661
or
Email: districtcontracts@esd112.org

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**EXHIBIT A
 TERMS FOR SERVICES PROVIDED**

1. Purpose.

- 1.1** ESD112 and the District are entering into this Agreement to address the provision of academic services to the District’s students in a therapeutic environment at the Quest Academy program. Quest Academy is a day treatment program operated by ESD112 at 1946 8th Avenue, Longview WA 98632, with full-time therapists and low adult/student ratios. All staff shall be trained in behavior intervention and collaborative problem solving.
- 1.2** The provision of educational, instructional or specialized services in accordance with this Agreement will improve student learning or achievement.

2. Term.

- 2.1 Initial Term.** The Initial Term for the Agreement shall be from September 1, 2017 to August 31, 2018.
- 2.2 Renewal Term.** This Agreement shall automatically be renewed for an additional one year term (the Renewal Term) unless either party to the Agreement notifies the other party in writing prior to May 1st that it is not renewing the Agreement. The party that fails to provide written notice before May 1st shall be required to pay damages in accordance with Exhibit B, Section 5. Changes to services ESD112 is obligated to provide or fees the District is obligated to pay shall be addressed as Amendments (Exhibit B, Section 3) to this Agreement.

3. Finance, Budget and Property.

3.1 Contract Amount. The District shall pay ESD112 on the following fee schedule for services provided under this agreement:

3.1.1 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.

Level 1	\$56,980 per student for the term (\$5,698 per service month)
Level 2	\$87,520 per student for the term (\$8,752 per service month)

3.1.2 Prorated Fees:

3.1.2.1 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 (equal monthly invoice amounts September through June).

3.1.2.2 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 3.1.1 above).

3.1.3 The District shall issue a purchase order to ESD112, including the level of service to be provided and the monthly fee.

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- 3.2 Invoicing.** ESD shall invoice the District monthly, September through June. Invoices shall be paid within thirty (30) days of receipt.
 - 3.3 Budget.** A separate budget for services under this Agreement is not necessary and therefore is not being prepared. Expenses and revenues shall be addressed in the District's and ESD112's budget.
 - 3.4 Property.** 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 ESD112, both during the term of this Agreement and after the Agreement is terminated, partially or completely. Real property shall not be acquired.
- 4. Scope of Services and Parties' Obligations.** The parties agree to fulfill the following obligations:
- 4.1 Responsibilities of ESD112.** ESD112 shall:

 - 4.1.1** 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.
 - 4.1.2** Provide academic services and behavioral support to District students in accordance with the students' IEPs and Quest Academy Program protocols.
 - 4.1.3** Invoice the District in accordance with Section 3 above.
 - 4.2 Responsibilities of the District.** The District shall:

 - 4.2.1** Have full responsibility for the students' evaluation(s), transcript, and participation and attendance in the IEP development and meetings.
 - 4.2.2** Complete all state and federal reporting for District students. The District will report the students on the District's P223 and P223H.
 - 4.2.3** Maintain all responsibilities as the resident district, including providing a free appropriate public education (FAPE).
 - 4.2.4** Provide transportation of students to and from Quest Academy and assume full responsibility for all costs associated with such transportation.
 - 4.2.5** Pay ESD112 in accordance with Section 3 above.

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EXHIBIT B
GENERAL TERMS & CONDITIONS

1. **Authority & Organization.**
 - 1.1 This Agreement 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 A separate legal entity is not being created. ESD112 shall administer the joint undertaking described in the terms of this Agreement.

2. **General Responsibilities of the Parties.** ESD112 and the District shall:
 - 2.1 Conduct background checks on any officials, employees, volunteers or agents who may perform obligations under this Agreement and who may have contact with children in a public school or ESD112 facility. No party/person who has plead guilty to, or been convicted of, a felony crime specified in RCW 28A.400.322 will be allowed to do work under this contract if they may have contact with children in a public school or ESD112 facility. Failure to comply with this provision is grounds for immediate termination.
 - 2.2 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.
 - 2.3 Obtain and maintain general liability coverage, including contractual liability coverage, and automobile coverage in an amount not less than \$1,000,000 per occurrence. The parties shall, upon request, provide each other suitable evidence of coverage required.
 - 2.4 Obtain any licenses or permits that are required to perform their respective obligations under the Agreement.
 - 2.5 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.
 - 2.6 Take all necessary steps to protect the confidentiality of educational records and shall not disclose such records or the information obtained from having access to such records without obtaining the consent of the other party and the parent of the student whom the record pertains to.

3. **Amendment.** Changes to the services ESD112 is obligated to provide or fees the District is obligated to pay shall be addressed in signed amendments to this Agreement, provided forty-five (45) days before the amendment is to take effect, unless otherwise mutually agreed.

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4. **Mutual Termination.** This Agreement may be terminated by mutual agreement by the parties.
5. **Damages for Termination with Inadequate Notice.**
 - 5.1 **Damages Paid by the District for Services Provided by Certificated Employees.** If the District fails to notify ESD112 that it is terminating this Agreement prior to the Renewal Term of May 1st (see Exhibit A, Section 2.2) and the Agreement is for services provided by ESD112 employees who have a certificated contract with ESD112, there will be material adverse financial consequences to ESD112. The adverse financial consequences, or damages, will likely exceed the fee the District would have paid for the Renewal Term. If the District terminates the Agreement without giving notice prior to May 1st and ESD112 has employed certificated staff to provide services under the Agreement, the District agrees to pay ESD112 the amount owed for the Renewal Term as damages. The damages the District is agreeing to pay represent a reasonable reflection and estimate of the damages ESD112 shall incur.
 - 5.2 **Damages Paid by the District for Services Provided by Non-Certificated Employees.** If the District fails to notify ESD112 that it is terminating this Agreement prior to the Renewal Term of May 1st (see Exhibit A, Section 2.2) and the Agreement is for services that are provided by ESD112 employees who do not have a certificated contract with ESD112, the damages ESD112 shall incur may be less than the fee the District would have paid to receive the services for the Renewal Term. In that case, the District shall pay ESD112 for damages ESD112 incurs as a direct or indirect result of not being notified by May 1st that the District is terminating the Agreement.
 - 5.3 **Damages Paid by ESD112.** If ESD112 fails to notify the District that it is terminating this Agreement prior to the Renewal Term of May 1st (see Exhibit A, Section 2.2), ESD112 shall pay the District the costs the District incurs to obtain the services ESD112 was obligated to provide from a third party, but only to the extent the costs exceed what the District would have paid ESD112 and the fees the District is paying the third party must be based on reasonable market rates.
 - 5.4 **Payment.** The damages that are owed under this section shall be paid in full within thirty (30) days of receipt of an invoice. This requirement shall survive termination of the Agreement.
6. **General Provisions.**
 - 6.1 **Assignment.** Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.
 - 6.2 **Attorneys' Fees and Costs.** In the event litigation arises out of this Agreement, each party shall bear its own attorney's fees and costs.
 - 6.3 **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 ESD112 and the District.

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- 6.4 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.
- 6.5 Conflict of Interest.** No person engaged in any activity associated with this Agreement has a personal financial interest, direct or indirect, in this Agreement. ESD112 and the District warrant that neither party presently has interests, and will not acquire interests, directly or indirectly, which would create a conflict of interest in performing the obligations under this Agreement. Any direct or indirect conflict of interest must be disclosed.
- 6.6 Force Majeure.** ESD112 and the 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 5, 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.
- 6.7 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.
- 6.8 Indemnification.** Both parties agree to protect, defend, indemnify and hold the other party, and its directors, officers, agents and employees harmless from any and all claims and losses that are caused by the indemnifying party, or the indemnifying party's directors', officers', agents' or employees' negligent or malicious acts or omissions.
- 6.9 Intellectual Property.** Any materials ESD112 produces shall be owned by ESD112. ESD112 shall be considered the author of such materials. To the extent materials being produced in connection with this Agreement are found to be "works for hire", the District hereby irrevocably assigns all right, title and interest in such materials, including intellectual property rights, to ESD112 effective from the moment of creation. The District shall not use any materials produced for, or by, ESD112 in connection with this Agreement without obtaining ESD112's prior written consent.
- 6.10 Non-Discrimination.** Per requirements of state, local and federal laws, including 13 CFR 145, ESD112 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 ESD112 may be directed to ESD112 at its address above.
- 6.11 Notice.** Whenever notice is required under this Agreement, it shall be provided by emailing, with receipt confirmation, or mailing notice to the contacts designated in Exhibit C. Notice shall be deemed effective upon the earlier of actual receipt or three (3) days after notice is deposited in the United States Postal Service mail, by certified mail, postage prepaid.

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- 6.12 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.
- 6.13 Waiver.** No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, including but not limited to the right of a performing party to notify a non-performing party there has been a unilateral early termination, 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.
- 6.14 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.
- 7. Exclusion, Debarment and Suspension Certification.** Per the requirements of Executive Order 12549, ESD112 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. ESD112 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 learns that this certification has become erroneous by reason of changed circumstances.

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**EXHIBIT C
 AGREEMENT CONTACT INFORMATION**

PROGRAM CONTACTS	
THE DISTRICT	ESD112
Name: Deb Kernan	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	
THE DISTRICT	ESD112
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	
THE DISTRICT	ESD112
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

SIGNATURE AUTHORITY / NOTICE CONTACT ^[2]	
THE DISTRICT	ESD112
Name: Michael Green	Name: Tim Merlino
Position Title: Superintendent	Position Title: Superintendent
Phone: 360.841.2700	Phone: 360.750.7500
Email: greenm@woodlandschools.org	Email: tim.merlino@esd112.org