

**INTERLOCAL AGREEMENT FOR RENEWING SERVICES
FISCAL YEAR 2026-2027**



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

Parties to the Agreement:

Educational Service District No. 112, hereinafter referred to as “ESD112”, and Woodland School District No. 404, 800 2nd Street, Woodland, WA 98674-8467, hereinafter referred to as the “District”.

IN WITNESS WHEREOF, the District and ESD112 (the Parties) have executed this Agreement on the date and year indicated below. Signed versions of this Agreement transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

WOODLAND SCHOOL DISTRICT NO 404

AUTHORIZED SIGNATURE:

DATE:

EDUCATIONAL SERVICE DISTRICT NO 112

AUTHORIZED SIGNATURE:

DATE:

Summary Statement-Agreement Purpose

QUEST ACADEMY SPECIALIZED EDUCATION SERVICES To provide academic services and behavioral support in a therapeutic environment for identified District students at Quest Academy, a day treatment program operated by ESD112 at 1946 8th Avenue, Longview WA 98632.

Agreement Number: 27135-030

Financial Terms: Payments under this Agreement shall not exceed on monthly basis:
Level 1 \$8,897.77 per student FTE
Level 2 \$11,757.95 per student FTE
Level 3 \$12,323.41 per student FTE

Agreement Period

Initial Term Start: September 1, 2026
Initial Term End Date: August 31, 2027
Nonrenewal Notification: May 1, 2027

Invoice Schedule: To be billed monthly based on IEPs and enrollment – see Exhibit A §3.1

Attachments: This Agreement consists of this summary 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

ESD112 INFORMATION

REV ACCT NO:	1301 81 7400
DIST CONTACT NAME	Stacy Brown
DIST CONTACT EMAIL	brownst@woodlandschools.org
ESD CONTACT NAME	Jeremy Jones
ESD CONTACT EMAIL	jeremy.jones@esd112.org

**IF OPTING OUT OF ELECTRONIC
SIGNATURE:**

Send scanned copy of Agreement with executed signature by email to:
districtcontracts@esd112.org

EXHIBIT A
TERMS FOR SERVICES PROVIDED

1. Purpose.

- 1.1** ESD112 and the District are entering into this Agreement for the purpose of providing academic services and behavioral support for the District's identified 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.
- 1.2** The provision of educational, instructional or specialized services in accordance with this Agreement are intended to improve student learning or achievement.

2. Term.

- 2.1 Initial Term.** The Initial Term for the Agreement shall be from September 1, 2026, to August 31, 2027.
- 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 Section 4 of Exhibit B. 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 Agreement Amount.** The District shall pay ESD112 based on the fee schedule in Section 3.1.1 below, for services provided under this Agreement as described in Section 1.1 above and Section 4 below.
- 3.1.1** Level 1 or 2 fees shall be determined based on the individual needs of each student, as outlined within the student's Individualized Education Plan (IEP). Students identified for Level 2 require 1:1 paraeducator support. If a student requires a 2:1 paraeducator support, the ESD112 will provide the District with the additional cost prior to accepting placement. Placement level shall be identified and mutually agreed upon prior to the initiation of services.

Fee Schedule for the 10-month school term per student FTE		
IEP	Per Service Month	Total for Term
Level 1	\$8,897.77	\$88,977.70
Level 2	\$11,757.95	\$117,579.50
Level 3	\$12,323.41	\$123,234.10

- 3.1.2** Prorated Fees. Monthly fees shall be prorated for the start month. The prorated fees (for starting month) shall be calculated based on the number of days of student attendance divided by eighteen (18), the average attendance days in a month, multiplied by the appropriate service rate (Section 3.1.1 above).

- 3.1.3 The District shall issue a purchase order to ESD112, confirming the level of service to be provided for placed students and the monthly corresponding fees.
 - 3.2 **Invoicing.** ESD112 shall invoice the District monthly, based on students' placements. 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 for delivery of services under this Agreement:
 - 4.1 **Responsibilities of ESD112.** ESD112 shall:
 - 4.1.1 Provide services at, and oversee operation of, Quest Academy, a day treatment program with full-time therapists and low staff/student ratio.
 - 4.1.2 Provide academic services and behavioral support to identified and placed District students in accordance with a student's IEP and Quest Academy program protocols.
 - 4.1.3 Provide nutritional services to students during the time spent at Quest Academy.
 - 4.1.4 Ensure that staff has proper certification and is trained in behavior intervention and collaborative problem solving.
 - 4.1.5 Notify the District by April 15, 2027, of the students potentially eligible for Extended School Year (ESY) services.
 - 4.1.6 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 a student's evaluation, provision of related services for Occupational Therapy (OT) and Physical Therapy (PT) if (and as) written into the current IEP matrix of services, as well as the student's transcript, state testing, High School and Beyond Plan (HSBP), and participation and attendance in the IEP development and related meetings. The District is responsible for updating the students' HSBP to align with the Transition Plan in a student's IEP.
 - 4.2.2 Complete all state and federal reporting for District students. The District shall report the students on the District's P223 and P223H filings.
 - 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 Collaborate with ESD112 on finalizing the list for ESY services and ESY IEPs for all participating students by May 2, 2027 (see Section 4.1.5 above).
- 4.2.6 Negotiate with ESD112 an amount to be included in a contract addendum for any services beyond the scope of this agreement, either requested by the District or required by ESD112.
- 4.2.7 Pay ESD112 in accordance with Section 3 above.

5. **Agreement Contacts.**

	<u>THE DISTRICT</u>	<u>ESD 112</u>
SIGNATURE AUTHORITY / NOTICE CONTACT-Required		
Name:	Asha Riley	Tim Merlino
Position:	Superintendent	Superintendent
Email:	rileya@woodlandschools.org	tim.merlino@esd112.org

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 (specifically 39.34.030 and 39.34.080) 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 shall be allowed to do work under this Agreement 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 of the Agreement.
- 2.2** Comply with federal, state, and local laws in performing obligations under this Agreement, and any policies or regulations adopted by the Parties' respective boards of directors.
- 2.3** Provide and maintain general liability coverage, including but not limited to bodily injury, property damage liability, contractual liability coverage, and automobile coverage. The insurance required hereunder shall have a single limit liability in an amount not less than \$1,000,000 per occurrence and general aggregate liability of not less than \$3,000,000. The District's insurance shall provide Primary and Non-Contributing coverage. The Parties shall, upon request, provide each other suitable evidence of the coverage required. The Parties agree there shall be no cancellation, material change, or reduction of limits or non-renewal of the insurance coverage required by this Agreement without thirty (30) days written notice.
- 2.4** Obtain any licenses or permits required to perform their respective obligations under this 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 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.
4. **Termination and Damages for Termination with Inadequate Notice.**
 - 4.1 **Mutual Termination.** This Agreement may be terminated by mutual agreement by the Parties.
 - 4.2 **Damages Paid by the District.** If the District fails to notify ESD112 that it is terminating this Agreement prior to the Renewal Term (see Exhibit A, Section 2.2) and this 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 the Renewal Term that the District is terminating the Agreement.
 - 4.3 **Damages Paid by ESD112.** If ESD112 fails to notify the District that it is terminating this Agreement prior to the Renewal Term of (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 pays the third party must be based on reasonable market rates.
 - 4.4 **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.
5. **General Provisions.**
 - 5.1 **Assignment.** Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.
 - 5.2 **Attorneys' Fees and Costs.** In the event litigation arises out of this Agreement, each party shall bear its own attorney's fees and costs.
 - 5.3 **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.
 - 5.4 **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.
 - 5.5 **Compliance Orders.** ESD112 shall deliver services in compliance with all applicable federal, state, and local laws, regulations, and binding public health orders in effect at the time services are performed. Advisory guidance issued by the CDC, Washington State Department of Health, or OSPI may be considered where applicable but shall not, by itself, modify contractual obligations unless incorporated by written amendment.
 - 5.6 **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.

- 5.7 Data Security and Data Breach Notification.** Each Party agrees to implement and maintain reasonable administrative, technical, and physical safeguards to protect any confidential, personally identifiable, or otherwise legally protected data obtained, accessed, or generated in connection with this Agreement (“Protected Data”) from unauthorized access, disclosure, modification, or destruction, and to comply with all applicable federal and state data privacy and security laws, including chapter 19.255 RCW. Protected Data shall be used solely for purposes of performing obligations under this Agreement and shall not be disclosed or used for any other purpose except as permitted or required by law.
- 5.7.1** If, and only to the extent that, performance of this Agreement involves student education records or other student personally identifiable information (“Student Data”), each Party shall comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and applicable state law, and shall use Student Data only as permitted under FERPA or as otherwise required by law.
- 5.7.2** In the event either Party becomes aware of a suspected or confirmed unauthorized access, disclosure, or breach of Protected Data (including Student Data, if applicable) related to this Agreement, that Party shall notify the other Party without unreasonable delay and, in no event, later than five (5) business days after discovery, unless a shorter period is required by law or notification would impede a law enforcement investigation.
- 5.7.3** Notice shall include, to the extent known: a general description of the incident, the categories of data affected, the estimated date or date range of the incident, and a summary of corrective actions taken or planned. Each party is responsible for costs and obligations arising from its own failure to comply with this section or applicable law.
- 5.8 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 4 above, 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.
- 5.9 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.
- 5.10 Indemnification.** Both Parties agree to defend, indemnify and hold harmless the other party, and its employees, officers, board of directors, and agents from any and all actual or threatened claims, actions, damages, liability, losses, and expense, except to the extent caused by the sole or gross negligence of the indemnifying party, or the indemnifying party’s employees’, officers’, board of directors’, and agents’.

- 5.11 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.
- 5.12 Non- Discrimination.** Per requirements of state, local and federal laws, ESD112 and the District are prohibited from discriminating on the basis of race, color, religion (creed), national origin (ancestry), age, sex, gender expression or identity, sexual orientation, honorably discharged veteran or military status, national guard or uniformed service status, marital status, family/parental status, 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.
- 5.13 Notice.** Notice may be provided by electronic mail with read receipt or certified US mail and shall be deemed effective upon actual receipt to the signature authority listed in Exhibit A.
- 5.14 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 this 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.
- 5.15 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.
- 5.16 Whole Agreement.** The Parties agree that this Agreement, together with all appendices, if any, constitute the entire agreement between the Parties, regarding the subject matter of this Agreement, 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.
- 6. Exclusion, Debarment and Suspension Certification.** Per the Executive Order 12549 and 2 CFR 200.213, the Parties certify that neither they, nor their principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions, as reflected in the System for Award Management Exclusions database (<https://sam.gov/content/exclusions>).
- 7. Electronic Signatures.** The Parties consent to conduct transactions and execute this Agreement by electronic means. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original, and all

of which when taken together shall constitute one and the same instrument. The words “execution”, “signed,” “signature,” and words of like import in this Agreement shall include electronic signatures and electronic records, including images of manually executed signatures transmitted by facsimile, electronic mail, or other electronic means (including, without limitation, “pdf”, “tif” or “jpg”) and as well as electronic signature services such as DocuSign, AdobeSign, or other substantially similar technologies. Electronic signatures and electronic records shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record, to the fullest extent permitted by applicable law, including the Uniform Electronic Transactions Act (Chapter 1.80 RCW) and the Federal Electronic Signatures in Global and National Commerce Act. Each Party agrees that electronic records relating to this Agreement shall be retained in a manner that accurately reflects the information contained in the record and remains accessible and reproducible for reference by the Parties for the period required by applicable law.