



**EDUCATIONAL
SERVICE
DISTRICT 112**

2500 NE 65 Avenue, Vancouver, WA 98661 | T 360 750 7500 F 360 750 9706 TDD 360 750 7510

DATE: June 8, 2009

TO: Debbie Kernen, Special Services Director
Woodland School District

FROM: Dennis Mathews, Associate Superintendent
Carol Hall, Director, ECE School Improvement/Staff Development

SUBJECT: **Regional Special Education Technical Services Consult
Program (RSETSCP) for 2009-10**

Counties
Clark
Cowlitz
Klickitat
Pacific
Skamania
Wahkiakum

Board of Directors
Bill Baumann
Kenneth Botero
Ann Campbell
Richard Graham
Marilyn Koeninger
Darlene Stickel
Steve Wrightson

Superintendent
Dr. Twyla G. Barnes

We appreciated the opportunity to provide technical services to you during the 2008-09 school year. Thank you for your business!

Attached, please find the *Regional Special Education Technical Services Consult Program* publication. Technical Services support continues to focus on:

- Administration & Business Services
- Legal and Compliance
- Training
- Instructional

2008-09 services you received:

- Assistance with Safety Net application processes
- Assistance with LEA application
- 504 training for building administrators
- Assistance with web-based IEP legal issues and suggestions for improvements

Samples of assistance you can expect in 2009-10:

- Safety Net application
- LEA application
- IEP assistance
- Special education budget
- Professional development

We commit to providing high quality, cost-effective services to your district. Especially in this time of severe budget constraints, it is more important than ever to work together in partnership as we seek to maximize opportunities and leverage resources. Our bottom line: you need it - we'll find a way to get the services to you.

Once again, thank you for the opportunity to work with the Woodland School District and we welcome the opportunity to conference with you regarding your needs.

Introduction to Services

ESD 112 Specialized Student Services is prepared to assist your district in facing challenging special education issues for the 09-10 school year.

We welcome the opportunity to provide you extended services. Enclosed is a description of our services. Members may select from the listing, or negotiate individualized services to meet specific needs.

2009-10 MEMBERSHIP RATES

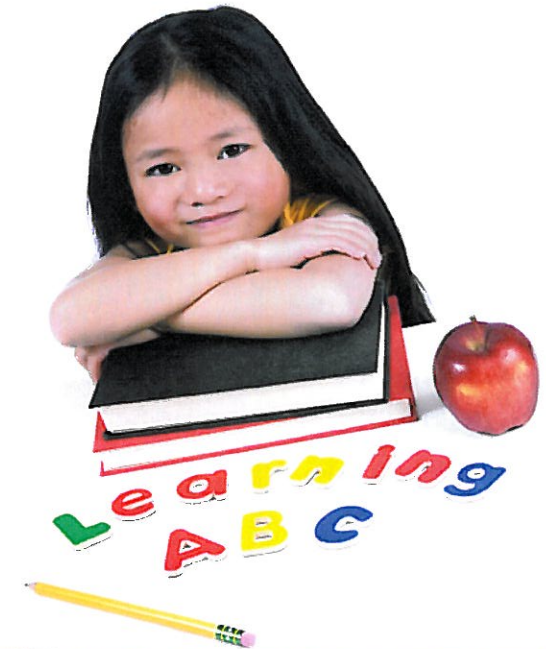
Base fee of \$2325 plus the following, based on the school's enrollment as of May 2009:

100—1,999 students	\$1,000
2,000—5,999 students	\$2,000
6,000—10,999 students	\$3,000
11,000—16,999 students	\$4,000
17,000+ students	\$5,000
*Enrollment based on May 1, 2009 Total Student Count.	


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2500 NE 65th Avenue
Vancouver, WA 98661
(360) 750-7500
www.esd112.org

May 2009


EDUCATIONAL
SERVICE
DISTRICT 112



Regional Special
Education
Technical
Services
Consult Program

Administration and Business Services Support

- Special education business services consultation
- High cost and challenging IEP support, consultation and advice
- Annual audit preparation and assistance
- IDEA application assistance
- Web-based IEP consultation
- Data support and consultation

Training Support

In addition to districts needs and requests, Technical Services will provide an annual Section 504 training.

Student Progress

Thinking and believing that your students are making progress on their IEPs is not enough. Knowing and producing the right documentation that your students are achieving and progressing are the essential elements of a legally defensible program.

Legal and Compliance Support

- On-site and/or K-20, e-mail, and/or phone consultation regarding specific special education issues and concerns
- Assistance with federal, state and local laws, regulations, policies and procedures

We offer services that involve working with you and your staff to identify specific needs that require attention.



For more information, contact Dennis Mathews or Carol Hall, (360) 750-7507.

Instructional Support

- » Assist districts with the process of determining scientifically-based materials
- » On-site special education classroom program review and consultation
- » Site-specific staff development, training and planning
- » Early childhood program and/or curriculum
- » Assist with researching current issues and trends in special education

Based on your needs, we will assist you in the development of your plans. We can provide customized training delivered at your location — before school starts, on your learning improvement days, weekends, evenings — you choose.

Depending on the intensity and duration of the staff development training, additional costs may need to be negotiated.

When an expert is needed, we will assist you in locating an expert that fits your situation. Additional costs may be negotiated.



AGREEMENT/
CONTRACT NO: 1065-30
REVENUE CODE: 1230-32-0000-040
Fiscal Year: 2009-10

**AGREEMENT FOR
REGIONAL SPECIAL EDUCATION SERVICES**

between

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

and

**Woodland School District No. 404
(Hereinafter referred to as the District)
800 Third Street
Woodland, WA 98674**

1. **Purpose.** This Agreement between Educational Service District No. 112 (the “ESD”) and Woodland School District (the “District”) is made for the purpose of providing the District services for regional special education consultation, training, and technical assistance.
2. **Term**
 - 2.1. **Initial Term.** The initial term for the Agreement shall be from September 1, 2009 to August 31, 2010.
 - 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 twenty (120) 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 twenty (120) 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 special education technical services as mutually deemed acceptable to the district. Such services available to the district shall include:
 - 4.1.1 Regional/cross district collaboration, networking and information systems.
 - 4.1.2 Special education program consultation and technical support.
 - 4.1.3 Training and staff development
 - 4.1.4 Technical assistance with federal and state funding applications.

 - 4.2 Bill the District in the amount of four thousand three hundred twenty-five dollars (\$4,325.00) billed in ten (10) equal monthly installments from September 2009 through June 2010.

5. **Responsibilities of the District.**
 - 5.1 Agrees to pay the ESD on a prorata share of the assessment. The cost not to exceed four thousand three hundred twenty-five dollars (\$4,325.00) paid in ten (10) equal monthly installments October 2009 through July 2010.

 - 5.2 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. Employment Representation. During the term of this contract, an employee(s) of the ESD may have contact with public school children. Therefore, the ESD 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 the ESD to comply with this section shall be grounds for immediate termination of this contract.

12. **Indemnification.**
 - 12.1. **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.
 - 12.2. **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.
13. **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.
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 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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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

Woodland School District No. 404
Regional Special Education Services Agreement 1065-30

animal. Inquiries regarding compliance and/or grievance procedures for the ESD may be directed to the ESD at its address above.

20. **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 SCHOOL DISTRICT NO. 404

by: _____ Date: _____

PLEASE SIGN, DATE, AND RETURN BOTH COPIES OF THIS AGREEMENT TO:

Internal Accounting
Educational Service District 112
2500 NE 65th Avenue
Vancouver WA 98661-6812

A countersigned copy will be returned to you.

5/22/09