



*Imagine what you can learn!*

The parties to this Agreement are Vancouver Public Schools ("VPS") and Woodland School District (the "Local Education Agency" or "LEA"). It is agreed by VPS and the LEA as follows:

## **I. PURPOSE**

The purpose of this Agreement is to establish a fee for service agreement which will permit student(s), whose unique academic and behavioral needs cannot be met in their last placement, to be placed at Jim Tangeman Center ("JTC"), a VPS program, and to establish the rights and responsibilities of each party to this Agreement.

## **II. TERM OF AGREEMENT**

The term of this Agreement shall be for the 2024-2025 school year, specifically from the date the Agreement is signed by all parties, until the last day of the 2024-2025 school year in June 2025. Notwithstanding the foregoing, this Agreement may be terminated before the end of the school year in accordance with paragraph VII below.

## **III. LOCATION OF FACILITIES**

The Jim Tangeman Center is located at 3200 E 18th St, Vancouver, Washington.

## **IV. THE LEA AGREES TO:**

- A. Pay for services under this Agreement in the amount of \$7,500 per student per month. The LEA shall pay to VPS the agreed fee for services on a monthly basis, due payable on the 15th of each month. The LEA can access the following additional fee for service supports for students by executing Addendum A to this Agreement:
  - I. Addendum for Administration of Evaluation Testing
  - II. Addendum for Additional JTC Mental Health Support
  - III. Addendum for JTC Staff Support with Student Transition to a Comprehensive Setting
  - IV. Addendum for JTC Staff ongoing Consultation
  - V. Addendum for 1:1 Paraeducator
- B. The LEA shall be deemed the local educational agency for purposes of any due process hearing request, state complaint, or community complaint filed by, or on behalf of, the student.
- C. Provide student records to JTC, including but not limited to the student's current individualized education program ("IEP") and special education evaluation(s), as necessary for JTC to provide educational services in accordance with this Agreement.
- D. The LEA, with input from JTC staff, shall develop a transition plan for the student's transition to JTC.
- E. The LEA will provide an LEA representative to attend all evaluation team meetings, IEP team meetings, and any other meeting convened at the request of any IEP team member while the student is enrolled in JTC, upon invitation from VPS.

- F. The LEA shall provide transportation of the student to and from JTC and assumes full responsibility for all costs associated with such transportation. The LEA will determine if it is safe to provide transportation services to/from JTC in inclement weather. When JTC is open for a full or partial day, the LEA will provide transportation services to/from JTC when the LEA determines it is safe to do so.
- H. The LEA shall retain full responsibility for the student's special education evaluation and IEP, including but not limited to the determination of the student's educational placement. VPS will partner with the LEA in special education evaluations and the development of IEPs that occur while the student is attending JTC, as set forth below.
- I. The LEA waives any and all legal right to force a continuation of the student's placement at Jim Tangeman Center beyond the termination of this Agreement, including without limitation, waiving any right to invoke the "stay put" rule under the Individuals with Disabilities Education Act or to initiate any administrative or judicial action to prevent or delay termination of the placement.

**V. VPS AGREES TO:**

- A. VPS will comply with applicable federal and state laws regarding non-discrimination in enrollment and access to JTC's programs and services and will comply with all applicable federal and state special education laws.
- B. JTC will review the student's IEP prior to enrollment and upon enrollment will provide special education and related services in accordance with the student's IEP and in a manner consistent with federal and state law. JTC will partner with the LEA to draft annual IEPs and any IEP amendments that occur while the student is attending JTC.
- C. JTC will partner with the LEA in assessing the student as part of any special education evaluation that occurs while the student is attending JTC. Upon request by the LEA, JTC will provide student assessment information to the LEA to determine ongoing eligibility for special education and related services. For purposes of this Agreement, student assessment information may include classroom work samples, informal and formal academic assessments, observations, and behavioral and observational surveys.
- D. JTC will invite an LEA representative to attend all evaluation team meetings, IEP team meetings, and any other meeting convened at the request of any IEP team member while the student is attending JTC.
- E. JTC will share progress reports with the LEA and the student's parents/guardians on a quarterly basis, or as otherwise agreed between JTC and the LEA, and respond in a timely manner for requests by the LEA and the student's parents/guardians for information regarding the student.
- F. JTC will comply with federal and state laws concerning the discipline of students with disabilities. JTC will provide notice within two (2) business days to the LEA if the student is in jeopardy of suspension in excess of two consecutive days or expulsion.
- G. VPS shall count students on the P223 and P223H reflecting their home district only and will allow the LEA to receive both basic and special education funding from the state.
- H. VPS shall not employ any person at JTC 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 VPS to comply with this section shall be grounds for the LEA to immediately terminate this Agreement.
- I. VPS shall be an independent contractor responsible only for the performance of tasks described in this Agreement. Neither VPS, nor any VPS staff members, shall be deemed, for any purposes, to be an employee, agent, or an operating arm of the LEA under the terms of this Agreement.

## **VI. FERPA**

The parties recognize that the Federal Educational Rights and Privacy Act ("FERPA") imposes penalties for improper disclosure or re-disclosure of confidential student information. The parties agree to comply with the requirements of FERPA, including but not limited to the requirement that personally identifiable information obtained by either party in the performance of this Agreement may not be re-disclosed to third parties without written consent of the student's parents/guardians and may be used only for the purposes identified in this Agreement.

## **VII. TERMINATION**

This Agreement may be terminated for any reason, including but not limited to lack of space in JTC, by either party by providing written notice of the party's intent to terminate the Agreement at least two (2) weeks in advance of the termination, except that either party may terminate this Agreement immediately by providing written notice that it knows, or in good faith believes, that the other party has not complied with any applicable law or material term of this Agreement.

## **VIII. AMENDMENT**

This Agreement may be amended only by mutual written agreement signed by all parties.

## **IX. INDEMNIFICATION**

- A. To the extent allowed by Washington law, the LEA agrees to indemnify and hold harmless VPS, its officers, agents, and employees, from any and all claims and losses resulting from the LEA's performance of this Agreement and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the student. The obligations of this paragraph shall survive the termination of this Agreement.
- B. To the extent allowed by Washington law, VPS agrees to indemnify and hold harmless the LEA, its officers, agents, and employees, from any and all claims and losses resulting from VPS's performance of this Agreement. The obligations of this paragraph shall survive the termination of this Agreement.

## **X. FORCE MAJEURE**

Neither party will be liable for failure or delay to perform obligations under this Agreement, which become practicably impossible because of circumstances that were unforeseeable and beyond the reasonable control of the applicable party. Such circumstances include, but are not limited to, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; and national or regional emergencies. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than ten (10) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All performance dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations, services and deliverable for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

## **XI. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Washington, and venue shall be in Clark County.

## **XII. WAIVER**

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other items.

**XII. SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**XII. ATTORNEY FEES**

If any legal action is commenced or necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs, in addition to any other relief to which that party may be entitled.

**XIII. WHOLE AGREEMENT**

The parties acknowledge that they have read and understand this Agreement, including any addendum to this Agreement. The parties further agree that this Agreement together with all appendices constitutes the entire agreement between the parties related to the subject matter of this Agreement and supersedes all prior agreements and communications, written or oral, between the parties related to the subject matter of this Agreement.

**VANCOUVER PUBLIC SCHOOLS**

**LEA:** \_\_\_\_\_

By: \_\_\_\_\_  
Daniel Bettis  
Executive Director, Special Services

By: \_\_\_\_\_  
Superintendent or Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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## **ADDENDUM A TO JIM TANGEMAN CENTER PLACEMENT AGREEMENT**

The parties to this Addendum A are Vancouver Public Schools ("VPS") and Woodland Public School District (the "Local Education Agency" or "LEA"). It is agreed by VPS and the LEA as follows:

This Addendum A is in addition to the Agreement and except as expressly set forth below, nothing in this Addendum A is intended to supersede, modify, or amend the terms of the Agreement. The purpose of this Addendum A is to establish a fee for additional services for [REDACTED] — **check all applicable services:**

- ☐ Administration of evaluation testing @ \$75.00 per hour
- ☐ Additional JTC mental health support @ 4 hours/month @ \$500 per month
- ☐ Additional JTC staff support with student transition back to a comprehensive setting in the LEA @ \$75.00 per hour + travel
- ☐ JTC staff ongoing consultation @ 4-8 hours @ \$75.00 per hour + travel
- ☐ 1:1 paraeducator @ 6 hours/day, 5 days/week @ \$6,000 per month