

CONSULTATION SERVICES AGREEMENT
between

TAHOMA SCHOOL DISTRICT
ATTN: LORRAINE KUNZE, SPECIAL EDUCATION SERVICES
25720 MAPLE VALLEY-BLACK DIAMOND RD
MAPLE VALLEY, WA 98038
(hereinafter referred to as the DISTRICT)

And

WASHINGTON STATE CENTER FOR CHILDHOOD DEAFNESS & HEARING LOSS
(providing services through Listen & Talk and
hereinafter referred to as the Center)

In consideration of the promises and conditions contained herein, TAHOMA SCHOOL DISTRICT and the Center do mutually agree as follows:

1.0 RESPONSIBILITIES OF THE CENTER

- 1.1 Provide evaluation/consultation for District student, FG, at Lake Wilderness Elementary, in the areas of: Educational Consultative services in compliance with WAC392-172A but not limited to 392-172-3040.
- 1.2 The Consultation Staff shall be housed out of Listen & Talk with access to the Center materials, phones, and equipment. Clerical assistance will be provided by the Center.
- 1.3 Listen & Talk shall be responsible for scheduling staff and maintaining the equipment assigned to the program.
- 1.4 The Consultation Staff (Maura Bermdsen, Certified Auditory Verbal Therapist) shall provide the following **Regular Education Consultative Services**, as appropriate to meet the team's and student's needs: Observation of the student in a variety of school settings, If needed, evaluation of student's current level of receptive and expressive language ability to include: review of educational & pertinent files, interviews with parents and professionals, individual testing such as speech assessments, language assessments, language sample, and rating scales; scoring/interpretation, report writing, feedback meeting with student, parents and professionals; assistance in IEP development of students with hearing loss; support for classroom teachers, support staff and families.
- 1.7 The Consultation Staff will maintain records of the reports and time spent with the students. Should the resulting report be involved in litigation, will only attest to the contents of the reports.
- 1.8 The Center warrants that all staff members working directly with children have been fingerprinted, background checked and cleared with both Washington State Patrol (WSP) and the Federal Bureau of Investigation (FBI).

2.0 RESPONSIBILITIES OF TAHOMA SCHOOL DISTRICT

- 2.1 TAHOMA SCHOOL DISTRICT agrees to pay the Center for expenses incurred, not to exceed \$290.40 as detailed on the attached and considered a part of this Agreement. Service to TAHOMA SCHOOL DISTRICT will begin upon signing of the contract and continue through June 30, 2010 of the 2009-2010 school year.
- 2.2 Payment will be made in one installment of actual expenditures (see detail) within 30 days of receipt of invoice from the Center.

3.0 ASSIGNMENT

Neither this Agreement nor any interest therein may be assigned by either party without first obtaining the written consent of the other party.

4.0 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.

5.0 LIABILITY

It is further understood that each party hereto accepts responsibility for claims, losses, defense, and expenses attributable to any act or omission on the part of itself, its employees, and agents arising from the performance under this contract.

6.0 WHOLE AGREEMENT

The parties acknowledge that they have read and understand this Agreement, including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this Agreement, together with all appendices, constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement. This Agreement may be modified or amended with the mutual consent of the parties.

7.0 APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Washington.

8.0 WAIVER AND SEVERABILITY

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.

If any term or 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; to this end, the terms and conditions of this Agreement are declared severable.

9.0 EFFECTIVE DATE AND DURATION


This Agreement shall commence effective the signature date of TAHOMA SCHOOL DISTRICT below and shall terminate June 30, 2010.

IN WITNESS WHEREOF, the CENTER and TAHOMA SCHOOL DISTRICT have executed this Agreement.

WASHINGTON STATE CENTER FOR
CHILDHOOD DEAFNESS & HEARING LOSS

TAHOMA SCHOOL DISTRICT

Superintendent or Designee



Superintendent or Designee

Special Services Director

Date _____

Date 9-15-09

The Center is committed to nondiscrimination in all education and employment activities. Specifically, the Center prohibits discrimination based on race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital or veteran status or disability.

ATTACHMENT

EXPENSES TO BE BILLED

CONTRACT FOR CONSULTATION SERVICES
BETWEEN
TAHOMA SCHOOL DISTRICT
AND
WASHINGTON STATE CENTER FOR CHILDHOOD DEAFNESS & HEARING LOSS

Detail of Amounts to be Billed to TAHOMA SCHOOL DISTRICT

Consultant's Per Diem

Mileage – 66 roundtrip miles @ .55 cents per mile per visit - \$ 36.30

Maximum of 8 visits for 2009-2010 year

TOTAL AMOUNT OF CONTRACT (NOT TO EXCEED): **\$290.40**