

**EDUCATIONAL SERVICE UNIT 10
CONTRACT FOR SCHOOL AGE AND BELOW AGE FIVE
SPECIAL EDUCATION SERVICES**

THIS AGREEMENT, made and entered into this 1st day of July, 2016, by and between **EDUCATIONAL SERVICE UNIT 10** of the State of Nebraska hereinafter called "**SERVICING AGENCY**," Northwest Public School, called "**DISTRICT**."

WITNESSETH:

The District does hereby agree to hire the Servicing Agency to service its school age students with disabilities, below age five children with disabilities during the school year 2016-17, and the Servicing Agency agrees to act as such Servicing Agency, for the consideration and under the terms and conditions as hereinafter set forth:

- 1, A description of the program of special education and related services to be provided to District students shall be as set forth in Schedule "A" hereto attached, including full-time equivalency (FTE) provided in 2015-16 and anticipated in 2016-17 unless district notifies servicing agency otherwise,
- 2, It is agreed that the District shall pay the Servicing Agency for said special education or related services in accordance with the rate schedule. This schedule shall be in full force and effect during the school year of 2016-2017, commencing not earlier than August 15, 2016, and ending not later than August 20, 2017. The total dollar amount of this contract will be submitted to the district on or before July 1, 2016 or as soon as the budgets are set for the Servicing Agency,
- 3, The District agrees that pending the reconciliation of costs for the actual services rendered, the amount payable for those special education services to be delivered by the Servicing Agency, shall be paid in full. All programs and services will be billed based on the actual services delivered,
4. The District agrees that the amount payable for special education services the first month of the school year will be 1/10 of the budgeted cost with payment due on or before October 17, 2016,
- 5, The Servicing Agency agrees to bill the District for the actual cost of special education services rendered and to make any adjustments caused by prior overpayment or underpayment,
- 6, The Servicing Agency agrees to provide the District with the final billing, a complete reconciliation of the actual costs of special education services rendered and the actual rate for cost of services. The final billing to the District shall serve as a final reconciliation of the amount of payment previously agreed upon in item two of this contract.
7. The District agrees that the final billing for special education services submitted to the District by the Servicing Agency for actual services rendered during the contract period shall be considered as an amendment to the original contract and by reference made a part thereof.
8. Special education programs or services which extend beyond the regular school year will be provided by the Servicing Agency upon request by the District. Extended programs shall be covered by separate contract,
9. It is further agreed that in the event the District does not pay the Servicing Agency as herein set forth, the Servicing Agency may cancel this contract and refuse further service, In the event of such Cancellation, the Servicing Agency may recover any past due amounts.
10. The Servicing Agency shall record and supply to the District information on each child for whom services are contracted, The Servicing Agency agrees to confer with the District for purposes of evaluating such child's progress,

11. The Servicing Agency shall assist the District with the preparation of plan and budget, financial reports and other procedures required by NDE Rule 51.

12. The District and the Servicing Agency agree to abide by the mandated procedures for identification, verification, placement, development of the individualized program, inspection and review of student records, and other requirements as specified in NDE Rule 51, Regulations and Standards for Special Education Programs, Nebraska State Department of Education, the Federal Regulations of IDEA 2006.

13. The District hereby agrees that changes or modifications in the program or children served shall be mutually agreed upon before said change or modifications are implemented.

14. Should the Servicing Agency be unable to render the services contracted because of the Servicing Agency's inability to employ personnel who meet the criteria for employment of the Servicing Agency and/or the certification requirements of the State of Nebraska, or for other reasons which are determined by the Servicing Agency to be valid, the Servicing Agency will not assume liability for those services contracted for but not provided. In which instance, schools will be notified no later than September 1, 2016.

15. The District herewith agrees that any act intentionally and unilaterally done which act may cause litigation against the Servicing Agent shall be defended at the sole expense of the District and any damages assessed against the District for the Servicing Agency or either of them shall be borne entirely by the District. This paragraph shall not operate to indemnify or relieve the Servicing Agency of any liability otherwise attaching to it under any applicable state or federal law, nor to any action undertaken by the District in the provision of special education services or related services which are undertaken in consultation with the Servicing Agency or in a good faith effort by the District to comply with lawful obligations of the District.

16. The District herewith agrees that in the event the District desires to change the services provided by this contract for a subsequent year whether by change in full-time equivalency, staffing, change in percentage FTE of any area of endorsement held by personnel presently assigned to the District, to eliminate any program or service being provided pursuant to this contract, it shall be the duty of the District to notify the administrator in writing of such requested change on or before March 1 next preceding the starting date of the school year to be affected by any changes as are described in this paragraph.

17. The District herewith agrees that in the event that no such written notice is made to the Servicing Agency on or before March 1, that the Servicing Agency shall be entitled to assume that the District desires the same FTE in all areas of endorsement, certification or other qualification, and in all programs it had through this contract with the Servicing Agency. In the event the District should later notify the Servicing Agency of a diminished request for FTE in any area of endorsement, certification or other qualification, or in any program or service provided by this contract, the Servicing Agency shall use its best effort to find other employment for such affected personnel, provided, however, that in the event such personnel cannot be reassigned and to the extent that such personnel constitute a cost to the Servicing Agency that cannot be passed through by way of contract or otherwise, the District agrees to pay any cost incurred by the Servicing Agency for such personnel.

18. This contract may be renegotiated by mutual agreement.

ACCEPTED FOR _____ SCHOOL AS DISTRICT

THIS _____ DAY OF _____ 2016.

BY X _____
President or Secretary of Board

ACCEPTED FOR EDUCATIONAL SERVICE UNIT 10 AS SERVICING AGENCY

THIS _____ DAY OF _____ 2016.

BY _____
Secretary of the Board of Education, ESU 10

Schedule A

EDUCATIONAL SERVICE UNIT 10 BUDGET FORM
 2016-2017
 Agency Code--950010

District Name: Northwest Public Schools

Contracted Reimbursable School Age Services

	Service Code	2015-16	2016-17
Speech Teacher School Age	4001		
SpEd Supervision School Age	0001		
D/E Audiology	1003		
Deaf Education Services School Age	4002		0.100
D/E Psychology School Age	1002		
Occupational Therapy School Age	4006		
Physical Therapy School Age	4005		
Vision Services School Age	4002		
Vocational	4007		

Contracted Nonreimbursable Preschool Services

		2015-16 Percent Per District	2016-17 Percent Per District
Speech Teacher Preschool	4001		
SpEd Supervision Preschool	0001		
Deaf Education Services Preschool	4002		
D/E Psychology Preschool	1002		
Occupational Therapy Preschool	4006		
Physical Therapy Preschool	4005		
Vision Services Preschool	4002		

X

 signature of authorized school representative

