

## CONSULTATION SERVICES AGREEMENT

between

Northwest Educational Service District 189  
ATTENTION: Sheila Woods  
1601 R Avenue  
Anacortes, WA 98221-2276  
(hereinafter referred to as the District)

and

WASHINGTON STATE CENTER FOR CHILDHOOD DEAFNESS AND HEARING LOSS  
611 Grand Boulevard  
Vancouver, WA 98661  
(hereinafter referred to as the Center)

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

### 1.0 RESPONSIBILITIES OF THE CENTER

- 1.1 Provide American Sign Language (ASL) interpreter assessment services in the areas of: Educational Consultative services in compliance with WAC392-172A but not limited to 392-172-03040.
- 1.2 The Consultation Staff shall be housed out of the Center with access to the Center materials, phones, and equipment. Clerical assistance will be provided by the Center.
- 1.3 The Center shall be responsible for scheduling staff and maintaining the equipment assigned to the program.
- 1.4 The Consultation Staff (five ASL Interpreters and two paraprofessionals) shall provide the following: **ASL Interpreter Skills Assessment Services**, as appropriate to meet the District's needs in the area of American Sign Language and Deaf Culture Training.
- 1.5 The Consultation Staff will maintain records of the reports and time spent with the District. Should the resulting report be involved in litigation, the Center will only attest to the contents of the reports.
- 1.6 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).

Consultation Staff Services Agreement  
Northwest Educational Service District 189 and the Center

2.0 RESPONSIBILITIES OF THE DISTRICT

- 2.1 The District agrees to pay the Center for expenses incurred, not to exceed **\$250.00** as detailed on the *Attachment* and is considered a part of this Agreement. Service to the District will begin upon the signing of the contract.
- 2.2 Payment will be made in one installment of actual expenditures 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.

Consultation Staff Services Agreement  
Northwest Educational Service District 189 and the Center

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

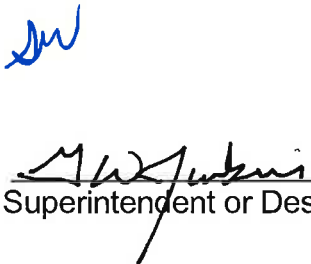
This Agreement shall commence effective the signature date of the DISTRICT and the CENTER below and shall terminate June 30, 2013.

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

WASHINGTON STATE CENTER  
FOR CHILDHOOD DEAFNESS AND  
HEARING LOSS

Northwest Educational Service District 189

  
\_\_\_\_\_  
Director or Designee

  
\_\_\_\_\_  
Superintendent or Designee

Date 12/18/12

Date 12/14/12

*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.*

Consultation Staff Services Agreement  
Northwest Educational Service District 189 and the Center

**ATTACHMENT**

**EXPENSES TO BE BILLED**

AGREEMENT FOR CONSULTATION SERVICES

BETWEEN

NORTHWEST EDUCATIONAL SERVICE DISTRICT 189

AND

WASHINGTON STATE CENTER FOR CHILDHOOD DEAFNESS AND HEARING LOSS

Detail of Amounts to be Billed

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**Consultant's Expense– Everett Public Schools**

Mileage – 100 roundtrip miles @ .51 cents	\$0.00
Trainer Fee @ \$56.50	\$0.00
Assessment Fee for 5 interpreters/ @ \$50 per hour	\$250.00

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**TOTAL AMOUNT OF AGREEMENT (NOT TO EXCEED):** **\$250.00**