

## CONTRACT FOR SPECIAL EDUCATION SERVICES

THIS CONTRACT ("Agreement") is made between, \_\_\_\_\_, a local education agency ("LEA"), and **Educational Service Unit No. 8** ("ESU 8").

WHEREAS, the LEA desires to contract with ESU 8 for certain special education-related services hereinafter detailed;

WHEREAS, Nebraska Department of Education Rules, and the statutes of Nebraska authorize the delivery of certain special education programs and services by School Districts through contracts with ESU 8;

WHEREAS, ESU 8 is a servicing agency qualified to deliver special education programs pursuant to statutes of Nebraska, provisions of the United States Code and Rules of the Nebraska Department of Education, through programs approved by the Nebraska Department of Education;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

**1. Term of Agreement.** This Agreement shall be in effect for a period of one year to begin on or around August 1, 2017 and end on or about July 31, 2018 unless terminated as provided herein.

**2. Duties.** ESU 8 shall provide one or more of the following:

- A. Early Childhood Special Education
- B. In-Service Activities
- C. Learning Center School-Age Program
- D. Program Supervision
- E. Psychology
- F. Speech-Language Therapy

All resident children of the LEA are required to receive certain special education programs contemplated by this Agreement pursuant to applicable provisions of law.

**3. Terms of the Agreement:** The LEA agrees to the following:

- A. ESU 8 shall determine its actual costs incurred in connection with the delivery of the foregoing services, however, the LEA shall pay the actual amount of those costs as finally determined by the LEA upon determination thereof in the event that the amount so determined are in excess of the sums indicated in the proceeding portions of this Agreement.
- B. In the event that the LEA's programming requirements, needs, and desires change at any time subsequent to the execution of this Agreement and during the school year contemplated hereby, the sums due from the LEA to ESU 8 shall, in the exclusive discretion of ESU 8, be adjusted and prorated in accordance with generally accepted accounting principles adopted, implemented and utilized by ESU 8 in accordance with and pursuant to, applicable provisions of law. Under

no circumstances, however, shall any provision of this agreement be construed to permit the LEA to unilaterally cancel or terminate this Agreement without prior written notice to, and written consent of ESU 8. The parties recognize and acknowledge that ESU 8 must budget, employ staff, incur expenses for curriculum and other costs in such a manner to permit ESU 8 to deliver the services contracted for as evident by this Agreement, which expenses shall become fixed after budgeting therefore. Accordingly, any and all charges or expenses incurred by ESU 8 in the course of performing its obligations pursuant to this Agreement, or preparing to do so shall become immediately due and payable by the LEA to ESU 8.

- C. The LEA agrees to pay ESU 8 for all special education services provided. Estimates for the ensuing year are included below. Since there may be additional children identified or children may move in or out of the LEA's District, it must be remembered that the figures listed are estimates. If you anticipate changes in programs, it would be a good idea to allow for them when the LEA's budget is made.
  
- D. Should ESU 8 be unable to render the services contracted because of ESU 8's inability to employ personnel who meet the criteria of employment of ESU 8 and/or the certification requirements of the State of Nebraska, or for other reasons which are determined by ESU 8 to be valid, ESU 8 will not assume liability for those services contracted but not provided. In which instance schools will be notified no later than on or about the 15<sup>th</sup> day of August.

**4. Insurance.** ESU 8 shall maintain, at its own expense, the following insurance coverage with the following limits:

- A. Comprehensive Commercial General Liability Insurance: \$1,000,000 for all claims arising out of a single occurrence, with a \$2,000,000 aggregate.
- B. Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, in the amount of \$1,000,000 for each accident covering personal injury, bodily injury, and property damage.
- C. Workers' Compensation Insurance with an employer's liability coverage of at least:
  - (1) Bodily Injury by Accident: \$500,000 each accident; and
  - (2) Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee.

ESU 8 shall submit valid certificates evidencing the effectiveness of the foregoing insurance policies to the LEA upon request.

**5. Time for Performance.** The services required by this agreement shall be completed in a timely manner and in accordance with any applicable statutes, rules, or regulations.

**6. No Third-Party Rights.** This Agreement shall not provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

**7. Indemnification.** To the fullest extent permitted by law, the LEA shall indemnify and hold harmless ESU 8 and its employees from and against any and all claims, damages, losses and expenses, including but not limited to professional fees, arising out of or resulting from its performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including loss of use resulting therefrom, but only to the extent caused in whole or in part by any act or omission of ESU 8, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the LEA.

**8. Unemployment Compensation.** ESU 8 shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Agreement as required by Neb. Rev. Stat. § 48-657.

**9. E-Verify.** All parties to this Agreement shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska.

**10. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the following addresses:

**ESU 8: Educational Service Unit No. 8  
Attn: Business Manager  
P.O. Box 89  
Neligh, NE 68756**

**LEA:** \_\_\_\_\_  
**Attn:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**E-Mail:** \_\_\_\_\_

Any written notice hereunder shall be effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address listed above or such other address as may hereafter be specified by notice in writing.

**11. Termination of Agreement.** If either party fails to fulfill its obligations under this Agreement in a timely and proper manner or if either party violates any material term of this Agreement, the other party shall have the right to terminate this contract upon 60 days written notice.

**12. Entirety of Agreement and Amendments.** The parties certify that they have read this Agreement, fully understand its terms and conditions, and agree that this Agreement constitutes the entire Agreement between ESU 8 and the LEA and that no representations, promises, agreements, or undertakings, written or oral, not herein contained shall be of any force and effect. This Agreement shall be subject to modification only by written instrument signed by a duly authorized representative of each party.

**13. Applicable Law.** This Agreement shall be governed by the laws of the State of Nebraska.

\_\_\_\_\_  
Signature of Administrator  
Local Educational Agency

\_\_\_\_\_  
Signature of Administrator  
Educational Service Unit No. 8

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date