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FFS No. 1718-0070

INTERDISTRICT AGREEMENT  
BETWEEN

PUGET SOUND EDUCATIONAL SERVICE DISTRICT  
800 Oakesdale Ave SW  
Renton, WA 98057

AND

Puyallup School District  
214 W. Main, Puyallup, WA 98371

**THIS AGREEMENT** is made and entered into by and between PUGET SOUND EDUCATIONAL SERVICE DISTRICT, hereinafter referred to as "PSESD," and the PUYALLUP SCHOOL DISTRICT hereinafter referred to as the "DISTRICT."

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide *professional development training as outlined below.*

**DUTIES OF PSESD**

*PSESD Special Services Manager, Amy Okeze, will provide a two-hour training on "Challenging Behaviors in Early Childhood: How to De-Escalate and Teach Self-Regulation".*

*Training will be held on October 18, 2017 from 9:30am to 11:30am at Puyallup School District Office - ESC, 302 2<sup>nd</sup> St SE Puyallup WA 98372.*

**PSESD and any employee of PSESD shall be subject to and shall comply with all of the requirements and duties of Washington law pertaining to those in public service who work with and around children, including but not limited to the following statutory provisions. The requirements and duties set forth therein shall apply to PSESD and its employees the same as if they were the District or employees of the District.**

**RCW 28A.400.303. Records checks for employees.**

**RCW 28A.400.330. Crimes against children; convictions or guilty pleas.**

**Failure to comply with this section shall be grounds for immediate termination of this agreement.**

**RCW 28A.400.332. Use of persons, money, or property for private gain.**

**RCW 26.44.030. Reports of child abuse or neglect.**

**PSESD further agrees to train its employees about their obligations under this section before they begin providing services.**

**RCW 28A.400.317. Physical abuse or sexual misconduct by school employees; duty to report; training.**

**DUTIES OF DISTRICT**

*The DISTRICT will work directly with Amy Okeze to provide the necessary space and equipment for the agreed upon training dates/times.*

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on *October 18, 2017* and be completed on *October 18, 2017* unless terminated sooner as provided herein.

**PAYMENT**

The parties have determined that the cost of accomplishing the work herein will be a *fixed sum of \$600.00*.

Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

#### **BILLING PROCEDURE**

Payment to PSESD for approved and completed work will be made by warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

#### **RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

#### **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the **DISTRICT**. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

#### **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

#### **AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### **INDEMNIFICATION / HOLD HARMLESS**

Each party shall defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this agreement, except for injuries and damages caused by the sole negligence of either party.

Each party shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this agreement by either party, their agents, representatives, employees or subcontractors.

#### **CONFIDENTIALITY**

PSESD acknowledges that student data, material and information which originates from this agreement, and the student assessment data, material and information which will come into its possession in connection with performance under this agreement, consists of confidential data owned by the **DISTRICT** or confidential personally

identifiable data subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging.

PSESD, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this agreement, to release it only to the district authorized employees and agents requiring such information and not release or disclose it to any other party unless required by law to do so.

### **TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

### **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

### **GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

### **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

### **WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

### **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid

provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

**ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**DEBARMENT**

By signing this agreement, each party, PSESD and the **DISTRICT**, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency and has authorization to enter into the attached agreement.

The PSESD and the **DISTRICT** agree to written notification in the event it is debarred, suspended, or proposed for debarment by any Federal department or agency.

**AGREEMENT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for **PSESD**:

Amy Okeze, Special Services Manager

AOkeze@psed.org

The Program Manager for **DISTRICT**:

Kelly Carrick, Director of Special Education

CarrickL@Puyallup.k12.wa.us

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**PUYALLUP SCHOOL DISTRICT**

**PUGET SOUND EDUCATIONAL SERVICE DISTRICT**

Kelly Carrick 10/13/17  
Signature  
Karen Mue 11/6/17

Amy Okeze  
Signature

Director Special Ed 10/13/17  
Title Date

Program Manager 10/10/17  
Title Date

<b>PSESD BUSINESS OFFICE USE ONLY</b>	
Payor Key: _____	Approved by/date: _____
Account Codes:	
960: 1278	Amount: \$600.00
Invoiced date/number: _____	
Comments: _____	
Copies mailed: Department _____ Customer: _____	

