STANWOOD-CAMANO
SCHOOL DISTRICT

Contact:
Ruth Floyd, Executive Director of Business Services
Stanwood-Camano School District
26920 Pioneer Highway, Stanwood, WA 98292
360-629-1200
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TO: Board of Directors

FROM: Ruth Floyd, Executive Director of Business Services

SUBJECT: NWESD 189 Threat Assessment Services Contract

DATE: May 21, 2024

TYPE: Action Required

Northwest Educational Service District 189 (NWESD 189) provides consultation, coordination, and facilitation related to Safe Schools and Threat Assessment Services. We currently use these services through NWESD 189 as a critical component of our district safety plan.

Recommendation: It is recommended that the Board approve the contract with NWESD 189 for Safe Schools and Threat Assessment Services.

CONTRACT

BETWEEN

Northwest Educational Service District 189 *(Hereinafter referred to as NWESD)*	**AND**	**Stanwood-Camano School District** **Name** *(Hereinafter referred to as District)*
1601 R Ave, Anacortes, WA 98221		**26920 Pioneer Hwy** **Address**
(360) 299-4000		**Stanwood** **City** / **WA** **State** / **98292** **Zip**
Contract Order No: **2425-5995-19**		**Phone: 360-629-1200**
NWESD Account Code: **5995**		

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

I. PURPOSE

The purpose of this Contract is to provide consultation, coordination, and facilitation services to employees of the District in the area of Safe Schools and Threat Assessment Services. The NWESD will provide comprehensive, multidimensional system services to assist schools in addressing students who pose a threat for committing acts of violence and to provide schools with options for intervention. Services are provided through a coordinated assessment of risk levels, and will require certain commitments from the District to successfully provide the following service levels:

1. Level II services engage a multi-agency community team with school-based site teams.
2. In the event the District's School District remains closed or recloses due to COVID-19, the Threat Assessment staff will maintain these contracted services, adapting those services to the fall distance learning model adopted by the district, if necessary.

II. RESPONSIBILITIES OF NWESD

In accordance with this Contract, the NWESD shall provide all labor, materials, and equipment necessary to:

1. Coordinate the implementation of, and ongoing functioning of, a student threat assessment system (Level I and Level II services).
2. Provide training and consultation to school-based site teams, including general behavioral health consultation related to threatening student behaviors (Level I).
    a. School-based site teams may consist of an administrator, counselor/psychologist, school resource officer, and others who may know the student (teachers, coaches, special education case managers, intervention specialists, etc.).
    b. School-based site teams meet and complete Level I screening documents. The team then develops a management and supervision plan. If the team feels they need further assistance and resources, they may request Level II services.
3. Coordinate multi-agency community team responses throughout Snohomish County (Level II).
    a. The multi-agency community Level II team consists of the school-based site team, NWESD threat assessment coordinator, and may include community representatives from Juvenile Court, Child Protective Services, Community Mental Health, the Fire Marshall, Tribal liaison, or other community-based and government organizations.

   b. The Level II team meets with the school-based site team to identify additional resources such as monitoring, supervision, placement, intervention, and referrals to build upon the supervision and management plan completed in the Level I process.
   c. Conduct threat assessments with the multi-agency community Level II team, as requested by the District, and prepare timely written summaries of findings and recommendations.
   d. Coordinate training for the multi-agency community Level II team.
4. Report on threat assessment activities to the superintendent of the District School District.
5. Maintain confidentiality of protected student information that is provided in the Level II student threat assessment process.
6. Invoice the District in accordance with Section V., below.

III. RESPONSIBILITIES OF DISTRICT

In accordance with this Contract, the District shall:

1. Follow guidelines of the NWESD Safe Schools and Threat Assessment Services for student threat assessments such as training key staff members regarding identifying situations of concern.
2. Make school-based site teams available at each school in the District School District for Level I training, completion of Level I screening documents, development of a management and supervision plan, and participation in Level II multi-agency team.
3. Designate a District School District liaison to coordinate with the NWESD threat assessment coordinator on threat assessment matters for the District. These include, but are not limited to:
   a. The need for school-based site teams Level I staff training.
   b. The need for behavioral health consultation at Level I.
   c. Required attendance, or designee attendance, at 75% of the monthly Program Coordination Review (PCR) meetings.
   d. The need for a multi-agency community team (Level II) engagement.
4. Provide a list of community partners who may be willing to train and participate in Level II STAT teams (regional Level II teams).
5. Pay the NWESD in accordance with Section V., below.

IV. TERM OF THE CONTRACT

The start date of this Contract is the later of September 1, 2024 or the date that signatures have been obtained from both parties to the Contract. The end date of this Contract is August 31, 2025 unless mutually extended in writing by both parties. Termination is further specified in the Termination section of this Contract.

V. CONTRACT OBLIGATION

For the performance of the work as set forth in the “Responsibilities of NWESD”, the District shall pay an annual fee of $1.66 *(one dollar and sixty-six cents)* per 4,744 Full-time Equivalent (FTE) student; calculation based upon the prior year average student FTE, for a total of $7,875 *(seven thousand eight hundred seventy five*). This amount includes all related costs, including but not limited to lodging, travel, meals, materials, and shipping.

VI. PAYMENT PROVISIONS

NWESD shall invoice the District for the annual fee on October 1, 2024, or within one month after signatures have been obtained from both parties to the Contract, whichever is later. The invoice to the District shall be paid within thirty (30) days of receipt.

VII. CONTRACT MANAGERS

NWESD Contract Manager		**Contractor Manager**	
Name:	Jodie DesBiens	Name:	Ruth Floyd
Address:	1601 R Ave. Anacortes, WA 98221	Address:	26920 Pioneer Hwy Stanwood, WA 98292
Phone:	360-299-4010	Phone:	360-629-1200
Email Address:	jdesbiens@nwesd.org	Email Address:	rfloyd@stanwood.wednet.edu

VIII. NONDISCRIMINATION/ANTI-HARASSMENT

In performing its obligations under this contract, the District shall comply with the NWESD, state and federal guidelines and regulations regarding nondiscrimination and harassment involving any employee/student on the basis of race, color, sex, religion, ancestry, national origin, creed, marital status, age, sexual orientation, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or use of a trained dog or service animal by a person with a disability in employment, services, or any other regards.

IX. GOVERNING LAW/VENUE

The terms of this Contract shall be construed and interpreted in accordance with the laws of the state of Washington, without regard to conflicts of laws principles. In the event that legal action or arbitration is commenced to resolve a dispute related to this Contract, the venue of such action or arbitration shall be in Skagit County, Washington.

X. INDEMNIFICATION/HOLD HARMLESS

The NWESD shall defend, indemnify, and hold harmless the District in full for any and all claims against the District or its employees, officials or contractors which arise from the acts or omissions of NWESD and its employees, officials and contractors in the provision of services under this contract. The District shall defend, indemnify, and hold harmless NWESD in full for any and all claims against NWESD or its employees, officials or contractors which arise from the acts or omissions of the District and its employees, officials and contractors in the provision of services under this contract.

XI. TERMINATION

This Contract may be terminated by the NWESD at any time, without reason, upon written notification thereof to the District. The notice shall specify the date of termination and shall be conclusively deemed to have been received by the District as of midnight of the second day following the date of its posting in the United States mail addressed as first noted herein. In the event of termination, the NWESD shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services that have been performed as of the date of termination, and to the reimbursement of expenses incurred as of the date of termination, but solely to the extent such expenses are reimbursable under this Contract.

XII. OTHER ASSURANCES

In performing its obligations under this Contract, each party shall promptly comply with all laws, ordinances, orders, rules, regulations and requirements of the federal, state, county or municipal governments or any of their departments, bureaus, boards, commissions or officials concerning the subject matter of this Contract (the “Laws”). This provision applies to Laws currently existing or applicable to a party’s duties under this Contract during the term of this Contract.

XIII. ASSIGNMENT

Neither this Contract nor any interest therein may be assigned by the District without first obtaining the written consent of the NWESD.

XIV. DEFAULT

The District shall be in default of this Contract upon the occurrence of any of the following:

1. Any covenant, representation or warranty made by the District was false or misleading when made or subsequently becomes so;
2. The District fails to perform any of its obligations under the Contract, and unless otherwise specifically stated elsewhere in this Contract, such failure continues for thirty (30) calendar days after the District receives a notice to cure from the NWESD or its designee;
3. The District files a petition in bankruptcy or other similar proceeding, makes any assignment for the benefit of creditors, or is the subject of an involuntary bankruptcy petition, receivership or other insolvency proceeding; or
4. After the termination of the Contract, the District continues to use any of the NWESD's intellectual property.

XV. BREACH/DEFAULT WAIVER

No delay or failure on the part of the NWESD to exercise any rights under the Contract shall operate as a waiver of the NWESD's contractual rights. Also, the NWESD's waiver or acceptance of a partial, single or delayed performance of any term or condition of the Contract shall not operate as a continuing waiver or a waiver of any other breach of a Contract term or condition. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

XVI. REMEDIES FOR DEFAULT

If the District is in default of this Contract, the NWESD may pursue any or all of the following remedies, which may be cumulative:

1. Immediately terminate the Contract;
2. Injunctive relief without proof of actual damage and without posting a bond pending resolution by court action or arbitration;
3. Liquidated damages to protect against the immeasurable damage to the NWESD's business and goodwill of $50.00 for each day that the District improperly or without permission uses the NWESD's intellectual property;
4. Consequential and incidental damages to the NWESD from the District's default; and
5. Recover reasonable attorneys' fees and costs for any arbitration or litigation brought to enforce the NWESD's rights under this Contract.

XVII. SEVERABILITY

If any provision of this Contract is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Contract shall remain enforceable.

XVIII. HEADINGS

The headings of each section of this Contract are provided only to aid the reader. If there is any inconsistency between the heading and the content of the paragraph or the context of the contract, the content or context will prevail.

XIX. INTEGRATION/MODIFICATION

This Contract constitutes a fully integrated document containing the full, final and binding agreement of all parties signatory and all persons claiming by or through a signator, and supersedes all other negotiations, offers or

counteroffers relating to the subjects treated in this Contract. The parties may amend this Contract only upon a writing bearing the actual signatures of the names of all the parties or their respective, authorized representatives.

XX. NOTICES

Any notice given under this Contract shall be in writing from one party to another, given only by one of the following methods: (i) personal delivery, (ii) United States first class and certified mail, return receipt requested, with postage prepaid to the recipient's business address provided on the front page of this Contract; or (iii) e-mail to the recipient's email address given in the Contract Managers section. Notice shall be deemed to occur in the case of the use of the mail, when the notice is postmarked. Notice shall be deemed received on the date of personal delivery, on the second day after it is deposited in the mail or on the day sent by e-mail. A party may change the place notice is to be given by a notice to the other party. For efficiency, the parties agree that documents sent by electronic means shall be considered and treated as original documents.

XXI. FORCE MAJEURE

A party to this Contract is not liable to the other party for failing to perform its obligations if such failure is a result of Acts of God (including fire, flood, earthquake or other natural disaster), war, government sanction/order/regulation, riot, terrorist attack, labor dispute, or other similar contingency beyond the reasonable control of the parties. Force Majeure does not include computer events, such as denial of service attacks or those that may occur as a result of a third party. Each party shall have backup computer systems to allow it to continue to perform its obligations under the Contract. If a party asserts Force Majeure as an excuse for failure to perform its contractual obligations, then it must prove that it took reasonable steps to minimize delay or damages caused by foreseeable events, that it substantially fulfilled all non-excused obligations and that the other party was timely notified of the likelihood of or actual occurrence of such an event.

XXII. BACKGROUND CHECKS

By executing this Contract with the District, the NWESD represents and warrants that each of its employees or agents shall have a record check through the Washington state patrol criminal identification system in compliance with RCW 43.43.830 through 43.43.834, 10.97.030, and 10.97.050 and through the Federal Bureau of Investigation before she or he has unsupervised access to any child. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card.

XXIII. COPYRIGHTS

The NWESD reserves all right, title and interest in and to the copyrights it owns, unless otherwise expressly granted to the District under the Contract. Nothing in the Contract shall be construed to convey any right, title or interest in or to the NWESD's copyrighted works to the District beyond the use expressly permitted by the Contract. The District shall have no claim, right, title or interest in or to the goodwill associated with the NWESD's copyrighted works, now or in the future. The District shall never contest any aspect of the NWESD's intellectual property rights in and to the NWESD's copyrighted works, the goodwill associated with those works or the validity of any license to use those works granted under this Contract. Further, the District shall reasonably assist the NWESD in protecting and maintaining copyrights owned by the NWESD, including without limitation furnishing samples, signing declarations or providing notice or testimony of infringement of which the District becomes aware. As to any copyrighted works that the District owns, the District represents and warrants that it exclusively owns its copyrighted works; there are no claims, judgments or settlements related to its copyrighted works; and its copyrighted works do not infringe any third-party's rights.

XXIV. CRIMES AGAINST CHILDREN

The NWESD warrants that any of its employees or agents who has pled guilty or been convicted of any crime under RCW 28A.400.330 shall not have any contact with any child at a public school. Failure to comply with this section shall be grounds for immediate termination of this Contract.

XXV. DISPUTE RESOLUTION

If a dispute regarding this contract arises between the District and the NWESD, then the District will appoint someone to represent it, the NWESD will appoint someone to represent it, and those two parties will appoint someone as a third representative. Decisions will be made by a vote of the majority of the representatives. The dispute committee shall be limited to resolving issues pursuant to the terms of this Contract, and its decision(s) shall be final.

XXVI. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

NWESD agrees that it may create, have access to, or receive from or on behalf of the District, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). NWESD represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Contract, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which the NWESD protects its own confidential information; and (3) continually monitor its operations and take any action reasonably necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Contract.

XXVII. SUSPENSION AND DEBARMENT ASSURANCES

The NWESD certifies, and the District relies thereon in execution of this Contract, that neither it nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. “Principals”, for the purposes of this certification, mean officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity. Further, the NWESD agrees to provide the District immediate written notice if, at any time during the term of this Contract, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. The NWESD’s certification via the execution of this Contract is a material representation of fact upon which the District has relied in entering into this Contract. Should the NWESD determine, at any time during this Contract, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the District may terminate this Contract in accordance with the terms and conditions therein.

XXVIII. SIGNATURES/APPROVALS

The undersigned represent and warrant that they are authorized to enter into this Contract on behalf of the parties.

Larry Francois, Superintendent Date Northwest Educational Service District 189	Deborah Rumbaugh, Superintendent Date Stanwood-Camano School District

NWESD Internal Approvals:

Fiscal: _____

Program Manager: _____