

FFS No. *2627-2086-0008*

AGREEMENT

BETWEEN

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

AND

BETHEL SCHOOL DISTRICT
516 – 176TH Street East
Spanaway, WA 98387

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

- **IT IS THE PURPOSE OF THIS AGREEMENT** to provide to provide direct services to **CEDARCREST MIDDLE SCHOOL and SPANAWAY MIDDLE SCHOOL** for substance abuse prevention and intervention that meets the programmatic standards established by the Division of Behavioral Health and Recovery (DBHR), Health Care Authority (HCA), and the Office of the Superintendent of Public Instruction (OSPI), as reflected in the Washington State Substance Abuse Prevention Intervention Services Manual.

DUTIES OF PSESD

In order to assist the DISTRICT, the PSESD shall perform the following functions and duties in accordance with the HCA funding sources. Duties shall include but not be limited to the following:

Note: All targeted activities and levels of service are based on direct, building and community site services. Should circumstances arise that necessitate the need for virtual schooling, staff will work closely with the School District site assignments and PSESD teams in adapting current practices in a virtual format. The level of service may vary as staff works to develop alternative outreach and support methodology.

1. Provide services through the OSPI Student Assistance Prevention and Intervention Services (SAPIS) program model and Pierce County's Screening, Brief Intervention, and Referral to Treatment (SBIRT) program model.

2. Provide Technical Assistance (TA) with the identification and development of a comprehensive plan (including links to existing and potential partners, committees and advisory boards).

3. Work with DISTRICT to gain access to the Washington State Healthy Youth Survey and other assessment strategies. PSESD will review the data and in collaboration with the DISTRICT use the data to inform service focus and delivery.

4. Assist with the development or expansion of the DISTRICT's and local coalitions' Prevention Programming.

5. Ensure and assist with the timely completion of mandated data collection, reporting, and forms for the Office of the Superintendent of Public Instruction (OSPI), Minerva, and the Division of Behavioral Health and Recovery (DBHR).

6. Provide completion of yearly application and monitoring reports as required by funders, on behalf of all participating DISTRICT members.

7. Provide ongoing evaluation of program services to monitor program progress, keep DISTRICT coordinators informed, and report on trends.

8. Place, train, and supervise qualified staff in assigned secondary schools to:

- Help to establish and follow student referral and follow-up protocol.
- Offer Curriculum Based Support Group(CBSG), AESD Prevention Education Series, or approved equivalent to the designated grade.
- Provide direct intervention services to approximately 50 students or 15% of the school's students (whichever is less), which includes screenings, parent communication, and referral to community resources or in-house services, as needed. Note: this funding does not allow for diagnostic assessments.
- Facilitate approximately six (6) educational support groups, as permitted and directed by CEDARCREST MIDDLE SCHOOL.
- Assist and participate with SIT and/or MTSS team communication/membership.
- Assure program awareness for staff, parents, and students.
- Implement universal and selected prevention activities, to include classroom presentations, information dissemination, parent engagement, youth-led initiatives, and/or prevention events.

9. Upon approval of Institutional Service status or upon receipt of a FERPA release form signed by a parent or eligible student (over 18 or emancipated), collect year-end data with the assistance of the building administrator and DISTRICT coordinator, to include student post-tests, GPA, and attendance records of selected students.

10. Utilize confidentiality release forms provided by PSESD or their equivalent.

11. Provide on-going technical assistance and share pertinent resources with students, parents, staff, and community.

12. Provide site-based training to building staff and prevention/intervention staff as requested.

13. Conduct site visits annually or by request of the school or DISTRICT.

14. Represent DISTRICT and agency interests at regional and statewide program planning meetings.

15. Assurance that all PSESD and BETHEL SCHOOL DISTRICT health safety practices are understood and followed.

16. During school operations through virtual learning, PSESD will provide adequate accommodations for prevention/intervention staff to create a home-based workspace. This includes: a) access to a computer and monitor, b) assurance of internet access to ensure effective communication with school team and data collection requirements, and c) provision for/assurance of confidential record keeping.

PSESD and any employee of PSESD shall be subject to and comply with all 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.
RCW 28A.400.332. Use of persons, money, or property for private gain.
RCW 26.44.030. Reports of child abuse or neglect.
RCW 28A.400.317. Physical abuse or sexual misconduct by school employees; duty to report; training.

DUTIES OF AGENCY/DISTRICT

By accepting the Agreement, the DISTRICT agrees to perform the following functions and duties:

1. When school is site based for staff and/or students: Provide adequate workspace to support the prevention/intervention staff. This includes: a) access to Internet and email system to ensure effective communication with school team and data collection requirements, b) confidential office setting for individual, family, and group meetings, c) a locked file drawer for confidential record keeping, and d) assurance that all PSESD and **BETHEL SCHOOL DISTRICT** health safety practices are understood and followed.

2. When school is provided remotely and offered in virtual platforms: Provide a) access to email and other communication systems to ensure effective communication with school team; b) opportunities for virtual confidential settings in which to meet with individual students, families, and host educational support group meetings with youth. Access includes identification of what platforms are being used and assuring access and training for use of identified Learning Management Systems (LMS).

3. Work with the PSESD to obtain MOUs and/or program Work Plan Agreements from school site administrators as a condition of placing FTE at the school site.

4. Define and assure plan for:

- Coordination of activities with the school, the program service delivery.
- Parent permission protocol.
- Student referrals (via disciplinary, non-disciplinary, parental, self and other referral sources).
- Follow-up protocol including abeyance practices as alternatives to discipline and student sanctions for non-compliance.
- Prevention Education Series delivery to all students in the designated population.
- Classroom presentations.
- Educational support group schedule/logistics.
- Student Assistance/MTSS team membership and activities.
- Staff training for program awareness.
- Integration with other programming related to student assistance.

5. As indicated in RCW 28A.170.909 (2), provide documentation of the DISTRICT's needs assessment, (i.e. Healthy Youth Survey or its equivalent). Participation in the ESD/District HYS MOU data share agreement.

6. Ensure schools cooperate with program guidelines to ensure the effectiveness of the Prevention/Intervention Specialist(s).

7. Upon approval of Institutional Service status or upon receipt of a FERPA release form signed by a parent or eligible student (over 18 or emancipated), allow the Prevention/Intervention Specialist access to student records and data necessary to perform job duties, including schedules, contact information, GPA, attendance/absenteeism records, and disciplinary referral records.

8. Include Prevention/Intervention Specialist on building level emails to ensure safety and awareness of campus activity.

9. DISTRICT will identify activities in each of the following areas:

- Develop or enhance alcohol, tobacco and other drug-free policies and procedures, including a "No Nicotine" policy that supports tobacco prevention efforts according to RCW 28A.210.310.
- Maximize involvement of parents in ATOD Prevention activities.
- Train school personnel in ATOD Prevention.
- Collaborate with community providers to improve access to alcohol, tobacco and other drug intervention services for students and staff.

10. DISTRICT will report any behavioral and/or performance concerns of the Prevention/Intervention Specialist to the PSESD point of contact at the time of occurrence recognizing that the PSESD is subject to their own policies, procedures, and employment practices and will use progressive discipline practices to address behavioral and performance issues unless there is just cause for termination. DISTRICT further acknowledges and agrees that the PSESD is solely responsible for the discipline and/or termination of their employees and agrees to maintain PSESD employees placed in the DISTRICT throughout the pendency of PSESD employee progressive discipline processes.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on September 1, 2026 and be completed on **June 30, 2027**, unless terminated sooner as provided herein.

PAYMENT

The parties have determined that the cost of accomplishing the work herein will not exceed $ **$125,000** plus any applicable sales tax.

PSESD agrees to provide for one school year, **1.0 FTE** for substance abuse prevention intervention direct services. Such services may be subject to change pursuant to written agreement between PSESD and the DISTRICT.

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

BILLING PROCEDURE

PSESD will invoice DISTRICT 1/10th of its obligation monthly. 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 PSESD 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 ensure 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/AGENCY**. 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 only 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/AGENCY**. 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.

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

NONDESCRIMINATION REQUIREMENT

During the term of this agreement, each entity, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, each entity, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which each entity, or subcontractor, has a collective bargaining or other agreement. Obligation to Cooperate: Each entity, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that each entity, including any subcontractor, has engaged in discrimination prohibited by this agreement pursuant to RCW 49.60.530(3).

APPLICABLE SALES TAX AND REGISTRATION WITH THE DEPARTMENT OF REVENUE

The services provided in this agreement may be subject to applicable sales tax in compliance with the WA State Department of Revenue (ESSB 5814). Visit the Washington Department of Revenue site for additional information.

The payor's address provided in this agreement will be used to determine the appropriate sales tax rate by utilizing the DOR Tax Rate Lookup Tool.

If the payor would like to claim exemption from sales tax for any of the above services, please submit a completed "Sales Tax Exemption Certificate for Purchases Certain Retail Services by Schools and Libraries" form to AR-Grants@psesd.org.

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: Tracie Holiday-Robinson, Jaime Fajardo, Senior Director of Student Support Services
The Program Manager for Bethel School District: Jodi M. GreyEyes Assistant Director of Behavior Health

Email invoice to: ***jgreyeyes@bethelsd.org***

IN WITNESS WHEREOF, the parties have executed this Agreement.

Bethel School District

Signature

Deputy Superintendent 9-9-24

Title Date

Puget Sound Educational Service District

Jaime Fajardo

Signature

Senior Director, Student Support Services 08/19/2026

Title Date

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