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Contract #	6212-F2-1920-00176
Title	*Student Threat Assessment Program*

Contract for services provided by Capital Region ESD 113 dated this 24th day of FEBRUARY, 2020 between:

(ESD113/Service Provider) **CAPITAL REGION ESD 113**
6005 Tyee Drive SW · Tumwater, WA 98512

AND

(District/Payor) **North Thurston Public Schools**
305 College ST NE, LACEY, Washington 98516-5390

In consideration of the promises and conditions contained herein, Service Provider and Payor do mutually agree as follows:

I. PURPOSE

A. The purpose of this Contract is to enable the District's participation in the Student Threat Assessment Program administered by ESD113. The program provides a comprehensive multidimensional system to assist schools in addressing students who pose a threat for committing acts of violence and to provide students with options for intervention. Services are provided through a coordinated assessment of risk levels.

1. Level I services are coordinated with school-based site teams.
2. Level II services engage a multi-agency community team with school based site teams.

B. The provision of educational, instructional or specialized services in accordance with this Agreement are intended to improve student learning or achievement.

II. RESPONSIBILITY OF CAPITAL REGION ESD 113 (ESD113)

In accordance with this Contract, ESD113 shall Coordinate implementation of, and ongoing functioning of, a Student Threat Assessment System Program.

A. Provide training and consultation to school-based team sites for Level I services. Provide general mental health and behavior consultation related to threatening student behaviors.

B. Coordinate multi-agency community team for Level II responses.

1. The multi-agency community Level II team may consist of the school-based site team, ESD113 threat assessment coordinator, school resource officer, and representatives from Juvenile Justice, Child Protective Services, Public Mental Health and the county's Fire Marshall.
2. The Level II team shall meet 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 team for Level II services as requested by the District, and prepare timely written summaries of findings and recommendations.

D. Coordinate training for the multi-agency community team for Level II services.

E. Maintain confidentiality of protected student information that is provided in the Level II student threat assessment process.

F. Invoice the District in accordance with Payment Provisions below.

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III. RESPONSIBILITIES OF DISTRICT (District)

In accordance with this Contract the District shall:

A. Follow guidelines of the ESD113 Student Threat Assessment Program for student threat assessments such as training key staff members regarding the process of students or situations of concern. Guidelines shall be provided to the District at required training

B. Identify school-based site teams at each school in the District and make them available for Level I training.

1. School-based site teams may consist of an administrator, counselor/psychologist, school resource officer, parent, and others who may know a student (teachers, coaches, special education case managers, therapists, etc.).
2. 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 threat assessment services.

C. Identity a contact person to coordinate with the ESD113 Threat Assessment Coordinator on threat assessment matters for the District.

These include, but are not limited to:

1. The need for Level I training for school-based site teams.
2. The need for a multi-agency community team for Level II engagement
3. The need for mental health consultation at Level I.

D. Pay ESD113 in accordance with Payment Provisions below.

IV. TERM OF THE CONTRACT

The start date of this Contract is the later of September 1, 2020 or the date that signatures have been obtained from both parties to the Contract. The end date of this Contract is August 31, 2021.

Auto-renewing? ☐NO ☒YES *If yes, Contract shall be automatically renewed from year to year unless Capital Region ESD 113 or the Payor provides written notice of its election to terminate by May 1st of any fiscal year.*

V. PAYMENT PROVISIONS

For satisfactory performance of the work as set forth in the "Responsibilities of Capital Region ESD 113"; the District will be invoiced in full annually in September at a per FTE rate using the data reported to OSPI in October of the prior school year. Per FTE rate established for the 2020-21 school year is $1.37/FTE. This rate may be adjusted annually.

SIGNATURES

In witness whereof, the Superintendent of ESD 113 and the Payor certify that they have read, understand, and executed this entire agreement.

Dr. Dana Anderson Date 3/12/2020
Dr. Dana Anderson, Superintendent ESD 113, or designee

Debra Clemens Date 3/10/2020
Payor's Signature, District Superintendent

Original copy to be signed, returned to Capital Region ESD 113, and approved by its Superintendent prior to the commencement of services.

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I. PAYMENTS

The Payor or its designee determines that the services or goods provided by Capital Region ESD 113 are satisfactory, provided that such determination shall be made within a reasonable time and not be unreasonably withheld.

Interim payments during the contract are allowed as specified. Any date specified herein for payment(s) to Payor shall be considered extended as necessary to process and deliver a warrant for the amount(s). Such extension will be not greater than thirty (30) days following completion of the service and receipt of an appropriate invoice, whichever occurs later.

I. INDEMNIFICATION

The Payor or its designee indemnifies and shall defend and hold Capital Region ESD 113, its employees, agents and representatives, harmless from and against all third-party claims, actions, liens, suits or proceedings asserted against Capital Region ESD 113 that are related to the Payor's obligations or performance under this Contract. The Payor shall timely reimburse Capital Region ESD 113 for all costs, expenses, damages, losses, liabilities or obligations, including reasonable attorney's fees, incurred by Capital Region ESD 113 as a result of such third-party claims, actions, liens, suits or proceedings.

II. DISPUTES

Notice of potential disputes between the Payor and Capital Region ESD 113 on the interpretation of the content of this contract or any appendices must be served in writing to the other party to this contract. There shall be an attempt to resolve the dispute, but if resolution is not possible, each party shall submit their position and supporting documentation to Capital Region ESD 113 Board of Directors, whose decision shall be final.

III. TERMINATION

This agreement may be terminated by Capital Region ESD 113 or any designee thereof at any time, with or without reason, upon written notification thereof to the Payor. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered and received by Payor 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 absence of proof of actual delivery to and receipt by Payor by mail or other means at an earlier date and/or time.

In the event of termination by Capital Region ESD 113, Payor shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services which have been performed as of termination, and to the reimbursement of expenses incurred as of termination, but solely to the extent such expenses are reimbursable pursuant to the provision of the agreement.

IV. VERBAL AGREEMENTS

This written agreement constitutes the mutual agreement of Payor and Capital Region ESD 113 in whole. No alteration or variation of the terms of this agreement and no oral understandings or agreements not incorporated herein, shall be binding unless such amendments have been mutually agreed to in writing.

V. APPLICABLE LAW

This agreement shall be governed by the laws of the State of Washington. Venue for any legal action shall be proper only in Thurston County, Washington.

Payor shall comply, where applicable, with the Payor Work Hours and Saftey Standards Act and any other applicable federal and state statutes, rules and regulations.

VI. CONTRACTOR'S SIGNATURE

Payor and/or Payor's employee(s) or agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the Payor so identified to the foregoing agreement, and under penalty of perjury certifies the federal identification number or social security number provided is correct.

VII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

If federal funds are the basis for this agreement, Capital Region ESD 113 certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

ESD 113 PROGRAM MANAGER Dan Beaudoin/Erin Wick **PROGRAM ACCOUNT CODE**

BILLING RESPONSIBILITY ☒ PROGRAM (Program will be responsible for notifying Business Office when work is ready to be invoiced.)
☐ BUSINESS OFFICE (Contract will be billed exactly as written in section V. PAYMENT PROVISIONS)

BOARD APPROVAL If contract is over $50,000, summary sent to Superintendent's Office for Board. ☐ YES ☐ N/A

SUSPENSION & DEBARMENT ☐ Current Suspension & Debarment Attached (www.sam.gov)

PAYOR CONTACT NAME: **EMAIL:**

AUTHORIZED SIGNOR NAME: **EMAIL:**

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