

**CONTRACT
BETWEEN**

Northwest Educational Service District 189
(Hereinafter referred to as NWESD)
1601 R Avenue
Anacortes, WA 98221
(360) 299-4000 **FAX (360) 299-4070**
NWESD Account Code: 7316-0000

AND Concrete School District
Name (Hereinafter referred to as District)
45389 Airport Way #103
Concrete, WA 98237
(360) 853-8141

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

I. PURPOSE

The purpose of this Contract is for School Nurse Corps (SNC), through NWESD, to provide funding support for school Registered Nurse (RN) services to the District as specified herein. The NWESD SNC Administrator will provide supervision of SNC grant deliverables and program directives, consultation, and ongoing professional development to the RN.

II. RESPONSIBILITIES OF DISTRICT

This contract for 2021-22 services includes an increase in funding from prior years. In response to these additional funds and in accordance with this Contract, the responsibilities of the District are to provide, when feasible, a minimum of one day per week of RN services. The additional SNC funds received are encouraged to supplement rather than supplant, current school district RN services. Districts are urged to expand RN services in accordance with the Staff Model for the Delivery of School Health Services (OSPI). Districts are required to submit an Attestation for Funds form (Attachment 1) with all invoices submitted for payment.

Districts are expected to fulfill the requirements as set forth in Exhibit "A".

III. TERM OF THE CONTRACT

The start date of this Contract is the later of September 1, 2021 ("Start Date") or the date it is fully executed by both parties and will end June 30, 2022 ("End Date"), unless mutually extended in writing by both parties. Termination is further specified in the Termination section of this Contract.

IV. CONTRACT OBLIGATION

The NWESD shall pay an amount not to exceed \$21,578 for the performance of work as set forth in "Responsibilities of District" and Exhibit "A".

V. PAYMENT PROVISIONS

All payments to the District shall be conditioned upon:

1. The NWESD or its designee determines that the services or goods provided by the District are satisfactory, provided that such determination shall be made within a reasonable time and not be unreasonably withheld; and
2. The District timely submits to the NWESD Fiscal Department satisfactory invoices detailing the services or goods rendered for requested payment and a completed and certified Attestation for Services form (Attachment 1).
3. Any date(s) specified herein for payment(s) to the District shall be considered extended as necessary to process and deliver payment. Such extension will not be greater than thirty (30) days following delivery of satisfactory services or goods and receipt of the appropriate invoices, whichever occurs later.

4. The NWESD must meet certain legal and fiscal requirements and timely submit proper receipts and documentation in order to receive grant moneys earmarked for the goods or services provided under this Contract. At a minimum, the grant(s) relevant to this Contract require that the final invoice be submitted to NWESD no later than July 30, 2021 for work completed no later than June 30, 2022. If the NWESD is unable to receive grant moneys due to invoices that are incomplete or untimely submitted, then the NWESD shall be unable to pay the District for the goods or services covered by such invoices
5. NWESD enters into this contract based on the assumption the SNC program will be funded by the State at the level approved by the legislature in the annual budget appropriation to allow services as indicated in Section IV of this contract. However, if the Governor indicates reduced State revenues require mid-year reductions to State programs, the SNC program may be impacted. Should such funding be reduced below the anticipated level, the District agrees NWESD is not liable for any costs incurred in excess of the reduced funding level. A written amendment shall be made to this contract to incorporate any change in funding.

VI. CONTRACT MANAGERS

NWESD Contract Manager	District Manager
Name: Lynnette Ondeck, SNC Administrator	Name: Dana Rogers, Dir. Of Business and Finance
Address: 1601 R Avenue Anacortes, WA 98221	Address: 45389 Airport Way #103 Concrete, WA 98237
Phone: (360)299-4013	Phone: (360) 853-8141
Fax: (360)299-4071	Fax: (360) 853-7521
Email Address: londeck@nwesd.org	Email Address: drogers@concrete.k12.wa.us

VII. 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.

VIII. 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.

IX. INDEMNIFICATION/HOLD HARMLESS

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

X. INSURANCE

During the term of the Contract, the District shall maintain in force at its own expense, the following insurance with an insurance company rated at least A-VIII or better in Best's Insurance Reports:

1. *Commercial General Liability* insurance written on an occurrence basis with limits of no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

2. *Automobile Liability* insurance with limits no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
3. *Professional Liability* insurance with limits no less than one million dollars (\$1,000,000) limit per occurrence.

The District shall ensure that the NWESD shall have no less than thirty (30) days prior written notice of any cancellation, suspension or material change in coverage. Promptly upon request, the District shall provide the NWESD with a certified copy of all required insurance policies. In addition, promptly upon request, the District shall name the NWESD as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the District and upon such a request, receive a copy of the endorsement naming the NWESD as additional insured.

XI. 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.

XII. 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 by the NWESD, the District 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.

XIII. 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.

XIV. ASSIGNMENT

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

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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 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.

XXII. 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.

XXIII. SUSPENSION AND DISBARMENT ASSURANCES

The District certifies, and the NWESD 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 District agrees to provide the NWESD 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 District's certification via the execution of this Contract is a material representation of fact upon which the NWESD has relied in entering into this Contract. Should the District 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 NWESD may terminate this Contract in accordance with the terms and conditions therein.

XXIV. INDEPENDENT CAPACITY

The District and District's employees/agents shall provide the results required in this Contract as an Independent District. The District's employees/agents who are engaged in the performance of this Contract shall continue to be employees/agents of the District and shall not be considered for any purpose to be employees/agents of the NWESD. It is understood and agreed that the District must provide Industrial Insurance for him/herself/itself and his/her/its employees/agents and that the District and the District's employees/agents are not covered by Unemployment Insurance through the NWESD. The District agrees that the NWESD does not direct how the District carries out its obligations under the Contract.

XXV. EARLY RETIREMENT

The District must notify the NWESD Contract Manager if the individual(s) performing the work or the District's owner used the 2008 Early Retirement Factor (ERF) to retire from the Washington State Public Employees' Retirement System (PERS); School Employees' Retirement System (SERS); or Teachers' Retirement System (TRS). For additional information, please see: <http://www.drs.wa.gov/employer/drsn/e08014.htm>.

XXVI. DRUG FREE WORKPLACE

District and District's employees/agents shall perform all duties pursuant to the Contract in compliance with the intent of the NWESD Drug Free Workplace Policy. It shall be the District's responsibility to obtain the policy if not otherwise provided.

XXVII. BACKGROUND CHECKS

By executing this Contract with the NWESD, the District 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. If the applicant has had a record check within the previous two (2) years, District may waive the requirement. NWESD may request documentation of record checks at any time during the term of the Contract.

XXVIII. CRIMES AGAINST CHILDREN

The District 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.

XXIX. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

District agrees that it may create, have access to, or receive from or on behalf of the NWESD, 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"). District 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 NWESD 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 District 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.

XXX. PROOF OF PROFESSIONAL LICENSURE

Prior to providing service, the District will provide a copy of any professional license and/or certifications required to perform the services described in this Contract to the Superintendent. The District will also ensure that all licenses and certifications required to perform services under this Contract remain current and in good standing.

XXXI. 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.

XXXII. OWNERSHIP OF WORK PRODUCTS

If the Contractor develops any product or concept for the NWESD under this Contract, then all correspondence, papers, documents, reports, files, film work products (inclusive of intellectual concepts and properties), and all copies thereof that are received or developed by the Contractor or the Contractor's employee(s) and agent(s) in the course of performing the Contractor's contractual duties, or as incident thereto, shall, immediately upon receipt, preparation, or development, become the exclusive property of the NWESD in perpetuity of any and all purposes. All items described above shall be provided to and left with the NWESD.

XXXIII. CONTRACTOR CERTIFICATIONS

W.B. (Initials) The Contractor certifies that the Contractor holds himself/herself out to the public as providing services to anyone desiring to purchase them and will pay all related taxes.

W.B. (Initials) The Contractor certifies that all persons performing the work or Contractor's owner have not retired under the 2008 Early Retirement Factor OR has notified the NWESD of such retirement status.

XXXIV. SIGNATURES/APPROVALS

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

E-SIGNED by Larry Francois
on 2021-09-22 16:38:16 GMT
Date
Northwest Educational Service District 189

September 22, 2021

E-SIGNED by Wayne Barrett
on 2021-09-22 16:00:16 GMT
Date
Concrete School District

September 22, 2021

Reviewed:

SP&S F.M.

Fiscal L.M.

Exhibit "A"

This exhibit is part of the contract between Concrete School District (District) and NWESD outlining the responsibilities of the District in the provision of registered nursing (RN) services during the 2021-2022 school year.

Concrete School District and NWESD do mutually agree as follows:

- I. School Nurse Corps (SNC) funding supports a “basic level of nursing service” for Class II school districts. For many Class II districts, that equates to one day of RN services per week. Districts are encouraged to staff health services to the level determined by the *Staff Model for the Delivery of School Health Services* (DOH/OSPI), to use new funding to supplement rather than supplant current nursing services, and to maintain at least the current level of RN services.

In order to comply with funding requirements as outlined in the OSPI/AESD Partnership Agreement, SNC program districts are required to:

- a) Annual completion of OSPI’s District Assessment of Health Services.

Other district responsibilities include:

- b) Participation in SNC District Site Visit(s) to review health services processes and needs.
- c) Release the school nurse to attend five SNC trainings at NWESD during the 2021-2022 school year.
- d) The District holds the primary responsibility for the provision of school RN services to students.
- e) The District will provide in each school building necessary record forms, office space, and office equipment - for example, phone, computer, and e-mail access, filing cabinets for records and health information, and private space for assessments and confidential conversations - as reasonably required for the performance of any school health services. The schools will further provide secretarial, technical, and clerical assistance.
- f) School staff shall be responsible for the care of students and treatment of illness and/or injury as established in health room procedures approved by the RN, unless the registered nurse is on the premises.
- g) Emergency medical care for students while attending school or school-sponsored activities shall be the sole responsibility of the District unless the registered nurse is on the premises. Although the RN will assist in the emergency care plan development and in the training of unlicensed staff, it is the responsibility of the school to distribute and implement said plan.
- h) The District shall provide the RN access to all student health records including individual student health histories for review.
- i) The District shall take responsibility for monitoring student immunization compliance and all immunization data entry. The school shall use the school nurse for coordination and consulting services only.
- j) The school shall inform the school nurse and the Public Health Department of all suspected cases of reportable communicable disease, public health emergencies, and/or breakdown in environmental sanitation occurring in the school district.
- k) The District will verify that the registered nurse has an active, unexpired registered nurse license with the State of Washington.

- II. Responsibilities of the District’s Registered Nurse are as follows:

Due to either limited number of RN hours or complex caseloads, priority duties must be completed

and/or be in a monitoring status for the safety of students before other RN duties included in this contract are assigned.

Priority duties are:

- a) Assess the physical and emotional health needs of students as related to the educational process and within the scope of school nurse practice.
- b) Develop and implement individual health care plans and emergency care plans, with priority given to those students with life threatening conditions.
- c) Train, delegate, and supervise staff in medication administration and the provision of medical treatments as allowed by law.
- d) Provide nursing consultation regarding school health services.
- e) Coordination of mandated health screenings.

After first ensuring that the priority objectives are met, the district RN may be able to provide other health services such as:

- f) Assist with immunization monitoring.
- g) Assist with the development and implementation of school health related policies and procedures.
- h) Provide student health instruction (e.g., Growth and Development and HIV/AIDS curriculums).
- i) Provide routine health care to students.

Attestation for Payment (Attachment 1)
(form to be submitted with each invoice to NWESD)

BETWEEN

Northwest Educational Service District 189 <i>(Hereinafter referred to as NWESD)</i>	AND	Concrete School District <i>Name (Hereinafter referred to as District)</i>
1601 R Avenue		45389 Airport Way #103
Anacortes, WA 98221		Concrete, WA 98237
(360) 299-4000	FAX (360) 299-4070	(360) 853-8141
NWESD Account Code: 7316-0621		

I. PURPOSE

In order to reasonably assure that additional funding for the 21-22 school year, allocations from the NWESD/SNC program to Concrete School District have been used to fulfill their duty to provide:

1. when feasible, a minimum of one day per week of RN service,
2. maintain the level of RN services from 20-21 school year, and to
3. supplement rather than supplant school district RN services.

As representative from the Concrete School District, I attest to the following:

1. The District is submitting to the NWESD Fiscal Department satisfactory invoices detailing the services or goods rendered for requested payment, with a detailed transaction recap of the RN services seeking reimbursement. ___yes ___ no

2. The level of nursing services provided to students in 21-22 were equal to or greater than the services provided in the 20-21 school year, as explained below:

3. The additional funds for 21-22 school year were used to supplement registered nursing services_____ yes ___ No

If no, please explain why this was not possible:

II. SIGNATURE

The undersigned represent and warrant that they are authorized to attest to the information above on behalf of the Concrete School District.

Name, Title _____ Date _____
Concrete School District