

**CONTRACT****BETWEEN**

**Northwest Educational Service District 189**  
(Hereinafter referred to as *NWESD*)

**1601 R Ave, Anacortes, WA 98221**

**(360) 299-4000**

**FAX (360) 299-4070**

**NWESD Account: 5929**

**AND Concrete School District**

**Name** (Hereinafter referred to as *District*)

**45389 Airport Way**

**Address**

**Concrete**

**City**

**Phone:**

**WA**

**State**

**98237**

**Zip**

**(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 to provide a Multi-tiered Support Systems (MTSS) Coordinator to the Concrete School District who will support the District to build capacity to implement and sustain systems of support.

**II. RESPONSIBILITIES OF NWESD**

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

1. Partner with identified schools within the District to assure program standards and benchmarks are met.
2. Employ a 1.0 FTE MTSS Coordinator for services to be provided during the school year.
3. Assist the MTSS Coordinator in:
  - a. Providing technical assistance to district teams, including readiness for implementation, action planning, alignment, and prioritizing needs.
  - b. Providing training on MTSS to district and school teams.
  - c. Coach and consult with school based MTSS teams to support Installation phase in Year 1.
  - d. Partnering with NWESD staff for alignment and consistency of support using the MTSS framework.
  - e. Collecting, entering, and reporting data in the data collection system.
  - f. Participating in training provided by the NWESD when applicable.
  - g. Using information to coordinate and support continuous improvement collaboration, communication, and professional learning.
  - h. Work closely with the District Implementation Team to identify and integrate academic and behavioral health supports.
4. Remain accountable to the school(s) and District for satisfactory services, schedule, and communication.
5. Provide a MTSS Coordinator with on-site and ancillary supervision and allow time for quarterly program review.
6. Coordinate all activities including:
  - a. Provision of professional development course offerings related to MTSS.
  - b. Assistance with needs assessment data review planning and development as part of the school improvement planning.
  - c. Formalizing community partnerships that support the MTSS-BH model.

**III. RESPONSIBILITIES OF THE DISTRICT**

In accordance with this Contract, the District shall:

1. Provide access to basic office supplies, a telephone, secure internet, a locking file cabinet, connectivity to a copier/printer, and access to meeting rooms as needed.

2. Provide access to relevant electronic student and staff information and technology to perform the program's duties, including district email and Skyward access, and provide a District data sharing agreement to be executed between both parties.
3. Commit to engaging in Statewide MTSS professional learning opportunities that are applicable to the needs of the district.
4. Commit to partner with the NWESD Leadership and Teaching and Learning MTSS Coordinator.
5. Support and ensure opportunities exist for:
  - a. Providing staff training including program awareness.
  - b. Participate in a School Climate survey.
  - c. Participate in a MTSS Tiered Fidelity Inventory.
  - d. Participate in a Healthy Youth Survey.
  - e. Offering school-wide events related to the program, as appropriate.
  - f. Participation on a District based MTSS team.
6. Provide/identify a school representative who will meet regularly with the NWESD Teaching and Learning Team and serve as the Point of Contact between the district and the NWESD for services:

The District Administrative Point of Contact for the Multi-tiered Support Systems Coordinator will be:

<u>Carrie Crickmore</u> Name	<u>Interim Superintendent</u> Position
<u>(360) 853-4000</u> Telephone	<u>ccrickmore@concrete.k12.wa.us</u> Email Address

#### IV. TERM OF THE CONTRACT

The start date of this Contract is the later of September 1, 2023 or the date that signatures have been obtained from both parties to the Contract. The end date of this Contract is August 31, 2024 unless mutually extended in writing by both parties. Termination is further specified in the Termination section of this Contract.

#### V. CONTRACT OBLIGATION

The District shall pay an amount not to exceed \$34,000 (*thirty-four thousand dollars*) for the performance of all things reasonably necessary for, or incidental to, the performance of work as set forth in the "Responsibilities of NWESD".

#### VI. PAYMENT PROVISIONS

NWESD shall invoice the District on October 1, 2023, 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:

<b><u>NWESD Contract Manager</u></b>	<b><u>District Contract Manager</u></b>
Name: Fredrika Smith	Name: Carrie Crickmore
Address: 1601 R Avenue Anacortes, WA 98221	Address: 45389 Airport Way Concrete, WA 98237
Phone: 360-299-4036	Phone: (360) 853-4000
Email Address: fsmith@nwesd.org	Email Address: ccrickmore@concrete.k12.wa.us

### **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**

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. 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.

## **XXIV. 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.

## **XXV. 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.

## **XXVI. 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.

**XXVII. SIGNATURES/APPROVALS**

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

DocuSigned by:  
*Larry Francois* 8/28/2023  
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\_\_\_\_\_  
Larry Francois, Superintendent Date  
Northwest Educational Service District 189

DocuSigned by:  
*Carrie Crickmore* 8/28/2023  
72E795702AFC42A...  
\_\_\_\_\_  
Carrie Crickmore, Interim Superintendent Date  
Concrete School District

*NWESD Internal Approvals:*  
Fiscal (content): DS  
*LM*  
Program Manager: DS  
*FS*

# AMENDMENT TO CONTRACT NO. 2324-5929-04

## BETWEEN

**Northwest Educational Service District 189**  
*(Hereinafter referred to as NWESD)*

**AND Concrete School District**  
Name (Hereinafter referred to as District)

THE PURPOSE OF THIS AMENDMENT is to extend the Term of the Contract and the Payment Provisions.

Section III. TERM OF THE CONTRACT reads as follows:

The start date of this Contract is the later of September 1, 2023 or the date that signatures have been obtained from both parties to the Contract. The end date of this Contract is August 31, 2024 unless mutually extended in writing by both parties. Termination is further specified in the Termination section of this Contract.

Amended Section III. TERM OF THE CONTRACT reads as follows:

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.

Section V. PAYMENT PROVISIONS reads as follows:

NWESD shall invoice the District on October 1, 2023, 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.

Amended Section V. PAYMENT PROVISIONS reads as follows:




NWESD shall invoice the District 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.

All other terms and conditions of this agreement remain in full force and effect.

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

DocuSigned by:  
Larry Francois 3/29/2024  
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\_\_\_\_\_  
Larry Francois, Superintendent Date  
Northwest Educational Service District 189

DocuSigned by:  
Carrie Crickmore 3/29/2024  
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\_\_\_\_\_  
Carrie Crickmore, Superintendent Date  
Concrete School District

NWESD Internal Approvals:			
Fiscal (content):	<u></u>	Fiscal (budget):	<u></u>
Program Manager:	<u></u>		