

CONTRACT**BETWEEN**

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

1601 R Ave, Anacortes, WA 98221

(360) 299-4000

NWESD Account: 5972

AND Concrete School District

Name (Hereinafter referred to as *District*)

45389 Airport Way, Rm #103

Address

Concrete

WA

98237

City

State

Zip

Phone: 360-853-4000

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 regular and vocational education opportunities for eligible students through NWESD's Open Doors – Youth Reengagement Program. The Program will meet system definitions and compliance requirements as identified in RCW 28-A.175.100 and WAC 392-700.

II. RESPONSIBILITIES OF NWESD

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

1. Provide and oversee all instruction identified in the attached draft Scope of Work Agreement related to the operation of an Open Doors (1418) Youth Reengagement Program, between NWESD and District.
2. Employ qualified teacher(s) who meet Open Doors standards.
3. Provides case management to high-risk students.
4. Provide the District with a calendar of the school year prior to the beginning of the Program's start date.
5. Provide program enrollment reports to the District on Form P223-1418 on the monthly count day defined in WAC 392-121-119.
6. Administer standardized tests within one month of enrollment or secure test results from no more than six (6) months prior to enrollment to determine a student's initial math and reading levels upon entering the Program.
7. Schedule instruction so enrolled students can attend and work with instructional staff during the Program's standard instructional day.
8. Assume responsibility for the provision of case management services to all enrolled students.
9. Restrict or deny access into specific program elements if NWESD determines a student's academic performance or conduct does not meet established guidelines.
10. Provide the same accommodations to reengagement students under Section 504 of the 1973 *Rehabilitation Act*.
11. Comply with requirements of the school calendar stating that the school year begins in September and ends in June.
12. Maintain student documentation to support eligibility as specified in the Scope of Work. Maintain documentation of case management, student assessment, basic skills gains, attainments of credentials, earned measure of academic progress, and award of credit.

III. RESPONSIBILITIES OF DISTRICT

In accordance with this Contract, the District shall provide:

1. Work cooperatively with the NWESD to implement the Scope of Work and ensure quality reengagement services are provided in accordance with WAC 392-700.
2. Provide internet access.
3. Provide access to relevant electronic student information to perform the program's duties.

4. Identify all students enrolled in the Program in the District's student information system and in the Comprehensive Education Data and Research System (CEDARS) using the code to be provided by the Office of Superintendent of Public Instruction (OSPI).
5. Work cooperatively with the NWESD to implement the Scope of Work and ensure quality reengagement services are provided in accordance with WAC 392-700.
6. Ensure that the process for awarding high school credits is implemented as part of the District's policy regarding award of credits per WAC 180-51-050(5) and (6).
7. Work with the Program to collect and report student data to OSPI requested by the Education Data and Research System order to accomplish the longitudinal follow-up of Program students. Specifically, the following unique identifier data points will be collected, to the extent possible, by the NWESD, and verified by the District, for each enrolled student.
8. District will comply with NWESD teachers and staff to support students in enrollment and referrals.
9. Provide required data for End of Year reporting to NWESD.

IV. TERM OF THE CONTRACT

The start date of this Contract is 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 amount not to exceed \$9,536 (*nine thousand five hundred thirty-six dollars*) which is 95% of the non-vocational basic educational allotment of \$10,038 (*ten thousand thirty-eight dollars*) for each non-vocational AAFTE. This amount includes all related costs, including but not limited to, lodging, travel, meals, materials, and shipping.

VI. PAYMENT PROVISIONS

All payments to the NWESD shall be conditioned upon:

1. The District or its designee determines that the services or goods provided by the NWESD are satisfactory, provided that such determination shall be made within a reasonable time and not be unreasonably withheld; and
2. The NWESD timely submits to the District Fiscal Department satisfactory invoices detailing the services or goods rendered for requested payment.
3. Any date(s) specified herein for payment(s) to the NWESD 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.

VII. CONTRACT MANAGERS:

<u>NWESD Contract Manager</u>	<u>District Contract Manager</u>
Name: Jodie DesBiens	Name: Carrie Crickmore
Address: 1601 R Avenue Anacortes, WA 98221	Address: 45389 Airport Way, Rm #103 Concrete, WA 98237
Phone: 360-299-4010	Phone: 360-853-4000
Email Address: jdesbiens@nwesd.org	Email Address: ccrickmore@concrete.k12.wa.us

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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. If 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. 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 most 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. OWNERSHIP OF WORK PRODUCTS

If the NWESD develops any product or concept for the District 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 NWESD or the NWESD's employee(s) and agent(s) in the course of performing the NWESD'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 unless otherwise provided in this Contract.. All items described above shall be provided to and left with the NWESD.

XXVIII. 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 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.

XXIX. SIGNATURES/APPROVALS

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

DocuSigned by:
Larry Francois 5/31/2024
B153E0E45A3B494...
Larry Francois, Superintendent Date
Northwest Educational Service District 189

DocuSigned by:
Carrie Crickmore 5/31/2024
72E795702AFCA2A...
Carrie Crickmore, Superintendent Date
Concrete School District

NWESD Internal Approvals:

Fiscal: *LM*

Program Manager: *JD*