



**2017-2018**  
**Community Prevention Wellness Initiative (CPWI)**  
**Student Assistance Substance Abuse Prevention/Intervention Program**

**FFS No. 1718-0030**

**INTERDISTRICT AGREEMENT**

**BETWEEN**

**PUGET SOUND EDUCATIONAL SERVICE DISTRICT**  
**800 Oakesdale Avenue SW**  
**Renton WA 98057**

**AND**

**BETHEL SCHOOL DISTRICT**  
**516 176<sup>th</sup> Street E**  
**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, hereinafter referred to as the "DISTRICT."

- **IT IS THE PURPOSE OF THIS AGREEMENT** to provide direct services to **CEDARCREST MIDDLE SCHOOL** for substance abuse prevention and intervention that meets the programmatic standards established by the Division of Behavioral Health and Recovery (DBHR) 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 OSPI funding sources. Duties shall include but not be limited to the following:

1. Provide services through the OSPI Student Assistance Prevention and Intervention Services 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 and share district data reports, with permission, with the DISTRICT's local CPWI Coalition(s) and for funding and reporting purposes as aligned with CPWI goals and operations.
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), RMC Research Corporation (RMC), 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 the Project SUCCESS Prevention Education Series or approved equivalent to the freshman grade.
  - Coordinate program activities with the CPWI Community Coalition.
  - Provide direct intervention services to approximately 60 students, 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 up to ten educational support groups.
  - Assist and participate with core 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. 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.

**PSESD and any employee of PSESD shall be subject to and shall comply with all of 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.

Failure to comply with this section shall be grounds for immediate termination of this Agreement.

RCW 28A.400.332. Use of persons, money, or property for private gain.

RCW 26.44.030. Reports of child abuse or neglect.

PSESD further agrees to train its employees about their obligations under this section before they begin providing services.

RCW 28A.400.317. Physical abuse or sexual misconduct by school employees; duty to report; training.

## DUTIES OF DISTRICT

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

1. 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, and c) a locked file drawer for confidential record keeping.
2. 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.
3. Define and assure plan for:
  - Coordination of activities with the school, the program service delivery, and the CPWI Coalition.
  - 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 freshman population.
  - Classroom presentations.
  - Educational support group schedule/logistics.
  - Student Assistance/Core team membership and activities.
  - Staff training for program awareness.
  - Integration with other programming related to student assistance.
4. 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.
5. Assure provision of a 20% cash match-for services delivered. Note: District may assume the cash match obligation or may identify other community partners to provide all or part of the match. For 2017-18 this will be interpreted as \$15,000 as described in the Payment Section of this document. As per RCW 28A.170.090, a cash match does not include in-kind and may not be secured through federal funds.

6. Ensure schools cooperate with program guidelines to ensure the effectiveness of the Prevention/Intervention Specialist(s).
7. 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.

### **PERIOD OF PERFORMANCE**

The budget takes effect July 1, 2017, and therefore the PSESD may commence performance of duties and responsibilities, the terms and conditions of which are contained herein, on this date or the date the Agreement is executed, whichever is later. DISTRICT shall reimburse PSESD for those costs incurred in performance hereunder, for that period between the beginning date of performance and the end date of June 30, 2018.

### **PAYMENT**

The parties have determined that the cost of accomplishing the work herein will not exceed **\$85,000**.

PSESD will contribute **\$70,000** in services. The DISTRICT's obligation is **\$15,000**. This Agreement is contingent upon the receipt of grant funding from OSPI to PSESD. District will either provide this obligation as outlined below or will identify the match source before services commence.

PSESD agrees to provide 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. PSESD will adjust costs in the event of an unforeseen, long-term vacancy of the direct service position.

### **BILLING PROCEDURE**

PSESD will invoice DISTRICT 1/10<sup>th</sup> of its obligation monthly, September through June.

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 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 assure 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. 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 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 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. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **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 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 this Agreement.

The PSESD and the DISTRICT agree to written notification in the event it is debarred, suspended, or proposed for debarment by any Federal department or agency.

**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.

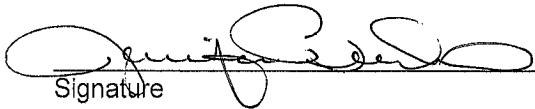
The Program Manager for PSESD: **Kimberly Beeson, Director of Student Support  
Puget Sound ESD  
800 Oakesdale Avenue SW  
Renton, WA 98057  
Email: kbeeson@psed.org**

The Program Manager for DISTRICT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement.

**Bethel School District**

**Puget Sound Educational Service District**

  
Signature

 7/13/17  
Signature

Asst. Supt. 7/25/17  
Title Date

Kimberly Beeson  
Director of Student Support  
Title Date

BUSINESS OFFICE USE ONLY	
Payor Key: _____	Approved by/date: _____
Account Codes:	
960: _____	Amount: _____
960: _____	Amount: _____
Invoiced date/number: _____	
Comments: _____	
_____	
Copies mailed: Department _____	Customer: _____