



**INTERLOCAL AGREEMENT-RENEWING SERVICES
FISCAL YEAR 2017-2018**

**EDUCATIONAL SERVICE DISTRICT NO. 112
2500 NE 65th Avenue
Vancouver, WA 98661-6812**

Parties to the Contract:

Educational Service District No 112, hereinafter referred to as "ESD112", and Woodland School District No 404, 800 Third Street, Woodland WA 98674-8467, hereinafter referred to as the "District".

Summary Statement-Contract Purpose
ESD112 STUDENT THREAT ASSESSMENT PROGRAM
 To provide for the District's participation in the Student Threat Assessment Program.

Contract Number: 18091-030	Financial Terms: Payments under this contract shall not exceed \$7,697.00; invoiced on September 1, 2017.
Contract Period Initial Term Start: September 1, 2017 Initial Term End Date: August 31, 2018 Nonrenewal Notification: May 1, 2018	

Attachments: This Agreement consists of this signature page and the following exhibits, which constitute the entire understanding of the parties

- Exhibit A: Terms for Services Provided**
- Exhibit B: General Terms & Conditions**
- Exhibit C: Agreement Contact Information**

Signed versions of this Agreement transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

IN WITNESS WHEREOF, the District and ESD112 have executed this Agreement on the date and year indicated below.

WOODLAND SCHOOL DISTRICT NO 404

AUTHORIZED SIGNATURE: _____ DATE: _____

EDUCATIONAL SERVICE DISTRICT NO 112

AUTHORIZED SIGNATURE: _____ DATE: _____

<u>ESD INFORMATION</u>	
REV ACCT NO:	8977 81 824
DEPT APPROVAL	DD
BUDGET APPROVAL	AH
BUS SVC APPROVAL	CS

SIGN DATE & RETURN TO:
 Internal Accounting
 Educational Service District No. 112
 2500 NE 65th Avenue, Vancouver WA 98661
 or
Email: districtcontracts@esd112.org

Woodland School District No 404
 Contract No 18091-030
 ESD112 Student Threat Assessment Program

EXHIBIT A TERMS FOR SERVICES PROVIDED

1. **Purpose.**
 - 1.1 ESD112 and the District are entering into this Agreement for the purpose of the District's participation in the ESD112 Student Threat Assessment Program. Services provide 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:
 - 1.1.1 Level I services are coordinated with school-based site teams.
 - 1.1.2 Level II services engage a multi-agency community team with school-based site teams.
 - 1.2 The provision of educational, instructional or specialized services in accordance with this Agreement will improve student learning or achievement.

2. **Term.**
 - 2.1 **Initial Term.** The Initial Term for the Agreement shall be from September 1, 2017 to August 31, 2018.
 - 2.2 **Renewal Term.** This Agreement shall automatically be renewed for an additional one year term (the Renewal Term) unless either party to the Agreement notifies the other party in writing prior to May 1st that it is not renewing the Agreement. The party that fails to provide written notice before May 1st shall be required to pay damages in accordance with Exhibit B, Section 5. Changes to services ESD112 is obligated to provide or fees the District is obligated to pay shall be addressed as Amendments (Exhibit B, Section 3) to this Agreement.

3. **Finance, Budget and Property.**
 - 3.1 **Contract Amount.** The District shall pay ESD112 \$7,697.00 for services provided under this Agreement as described in Section 1.1 above.
 - 3.2 **Invoicing.** ESD112 shall invoice the District on September 1, 2017. Invoices shall be paid within thirty (30) days of receipt.
 - 3.3 **Budget.** A separate budget for services under this Agreement is not necessary and therefore is not being prepared. Expenses and revenues shall be addressed in the District's and ESD112's budget.
 - 3.4 **Property.** All personal property and assets acquired or received in connection with the obligations under this Agreement, including but not limited to equipment, materials, supplies and funds, shall be owned and retained by ESD112, both during the term of this Agreement and after the Agreement is terminated, partially or completely. Real property shall not be acquired.

Woodland School District No 404
 Contract No 18091-030
 ESD112 Student Threat Assessment Program

- 4. Scope of Services and Parties' Obligations.** The parties agree to fulfill the following obligations:
- 4.1 Responsibilities of ESD112.** ESD112 shall:
- 4.1.1** Coordinate the implementation of, and ongoing functioning of, a student threat assessment system.
 - 4.1.2** Provide training and consultation to school-based team sites (Level I). Provide general mental health and behavior consultation related to threatening student behaviors.
 - 4.1.3** Coordinate multi-agency community team Level II responses throughout Clark and Cowlitz counties.
 - 4.1.3.1** The multi-agency community Level II team consists of the school-based site team, ESD112 threat assessment coordinator, school resource officer, and representatives from Juvenile Justice, Child Protective Services, Public Mental Health and the county's Fire Marshall.
 - 4.1.3.2** The Level II team meets 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.
 - 4.1.4** Conduct threat assessments, with the multi-agency community team (Level II) as requested by the District, and prepare timely written summaries of findings and recommendations.
 - 4.1.5** Coordinate training for the multi-agency community team (Level II).
 - 4.1.6** Report on threat assessment activities to the superintendents of Clark and Cowlitz county school districts via the Clark and Cowlitz County Safe Schools Task Force.
 - 4.1.7** Maintain confidentiality of protected student information that is provided in the Level II student threat assessment process.
 - 4.1.8** Invoice the District in accordance with Section 3 above.
- 4.2 Responsibilities of the District.** The District shall:
- 4.2.1** Follow guidelines of the ESD112 Student Threat Assessment Program for student threat assessments such as training key staff members regarding the process of students or situations of concern.
 - 4.2.2** Make school-based teams available at each school in the District for Level I training.
 - 4.2.2.1** School-based team sites shall consist of an administrator, counselor/psychologist, school resource officer, parent, and others who may know the student (teachers, coaches, special education case managers, therapists, etc.).
 - 4.2.2.2** School-based 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.

Woodland School District No 404
Contract No 18091-030
ESD112 Student Threat Assessment Program

- 4.2.3** Identify a contact person to coordinate with the ESD112 Threat Assessment coordinator on threat assessment matters for the District. These include, but are not limited to:
 - 4.2.3.1** The need for school-based team sites (Level I) staff training.
 - 4.2.3.2** The need for a multi-agency community team (Level II) engagement
 - 4.2.3.3** The need for mental health consultation at Level I.
- 4.2.4** Pay ESD112 in accordance with Section 3 above.

Woodland School District No 404
 Contract No 18091-030
 ESD112 Student Threat Assessment Program

EXHIBIT B
GENERAL TERMS & CONDITIONS

1. **Authority & Organization.**
 - 1.1 This Agreement is entered into in accordance with the authority granted in the Interlocal Cooperation Act, RCW 39.34.030 and provisions that authorize educational service districts and school districts to contract with each other for services, specifically 28A.310.010, 28A.310.180, 28A.310.200, 28A.320.080 and 28A.320.035.
 - 1.2 A separate legal entity is not being created. ESD112 shall administer the joint undertaking described in the terms of this Agreement.

2. **General Responsibilities of the Parties.** ESD112 and the District shall:
 - 2.1 Conduct background checks on any officials, employees, volunteers or agents who may perform obligations under this Agreement and who may have contact with children in a public school or ESD112 facility. No party/person who has plead guilty to, or been convicted of, a felony crime specified in RCW 28A.400.322 will be allowed to do work under this contract if they may have contact with children in a public school or ESD112 facility. Failure to comply with this provision is grounds for immediate termination.
 - 2.2 Comply with federal, state, and local laws in performing obligations under this Agreement, and any policies or regulations adopted by the parties' boards of directors.
 - 2.3 Obtain and maintain general liability coverage, including contractual liability coverage, and automobile coverage in an amount not less than \$1,000,000 per occurrence. The parties shall, upon request, provide each other suitable evidence of coverage required.
 - 2.4 Obtain any licenses or permits that are required to perform their respective obligations under the Agreement.
 - 2.5 Maintain books, records, documents, data and other materials compiled and related to the performance of obligations under this Agreement for the time period required under law or any applicable grant agreement. Both parties agree to provide access to and copies of any such books, records, documents, data or other materials to the other party upon request.
 - 2.6 Take all necessary steps to protect the confidentiality of educational records and shall not disclose such records or the information obtained from having access to such records without obtaining the consent of the other party and the parent of the student whom the record pertains to.

3. **Amendment.** Changes to the services ESD112 is obligated to provide or fees the District is obligated to pay shall be addressed in signed amendments to this Agreement, provided forty-five (45) days before the amendment is to take effect, unless otherwise mutually agreed.

Woodland School District No 404
 Contract No 18091-030
 ESD112 Student Threat Assessment Program

4. **Mutual Termination.** This Agreement may be terminated by mutual agreement by the parties.
5. **Damages for Termination with Inadequate Notice.**
 - 5.1 **Damages Paid by the District for Services Provided by Certificated Employees.** If the District fails to notify ESD112 that it is terminating this Agreement prior to the Renewal Term of May 1st (see Exhibit A, Section 2.2) and the Agreement is for services provided by ESD112 employees who have a certificated contract with ESD112, there will be material adverse financial consequences to ESD112. The adverse financial consequences, or damages, will likely exceed the fee the District would have paid for the Renewal Term. If the District terminates the Agreement without giving notice prior to May 1st and ESD112 has employed certificated staff to provide services under the Agreement, the District agrees to pay ESD112 the amount owed for the Renewal Term as damages. The damages the District is agreeing to pay represent a reasonable reflection and estimate of the damages ESD112 shall incur.
 - 5.2 **Damages Paid by the District for Services Provided by Non-Certificated Employees.** If the District fails to notify ESD112 that it is terminating this Agreement prior to the Renewal Term of May 1st (see Exhibit A, Section 2.2) and the Agreement is for services that are provided by ESD112 employees who do not have a certificated contract with ESD112, the damages ESD112 shall incur may be less than the fee the District would have paid to receive the services for the Renewal Term. In that case, the District shall pay ESD112 for damages ESD112 incurs as a direct or indirect result of not being notified by May 1st that the District is terminating the Agreement.
 - 5.3 **Damages Paid by ESD112.** If ESD112 fails to notify the District that it is terminating this Agreement prior to the Renewal Term of May 1st (see Exhibit A, Section 2.2), ESD112 shall pay the District the costs the District incurs to obtain the services ESD112 was obligated to provide from a third party, but only to the extent the costs exceed what the District would have paid ESD112 and the fees the District is paying the third party must be based on reasonable market rates.
 - 5.4 **Payment.** The damages that are owed under this section shall be paid in full within thirty (30) days of receipt of an invoice. This requirement shall survive termination of the Agreement.
6. **General Provisions.**
 - 6.1 **Assignment.** Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.
 - 6.2 **Attorneys' Fees and Costs.** In the event litigation arises out of this Agreement, each party shall bear its own attorney's fees and costs.
 - 6.3 **Authority.** The terms and conditions of this Agreement to which the parties agree are being entered into by appropriate resolutions or delegation of authority by the respective boards of directors of ESD112 and the District.

Woodland School District No 404
Contract No 18091-030
ESD112 Student Threat Assessment Program

- 6.4 Captions.** Paragraph headings have been included for the convenience of the parties and shall not be considered a part of this Agreement for any purpose relating to construction or interpretation of the terms of this Agreement.
- 6.5 Conflict of Interest.** No person engaged in any activity associated with this Agreement has a personal financial interest, direct or indirect, in this Agreement. ESD112 and the District warrant that neither party presently has interests, and will not acquire interests, directly or indirectly, which would create a conflict of interest in performing the obligations under this Agreement. Any direct or indirect conflict of interest must be disclosed.
- 6.6 Force Majeure.** ESD112 and the District shall not be liable for any failure to perform its obligations in this Agreement, and shall not be liable for the damages in Section 5, if the failure to perform or action that gave rise to damages is a result of any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control, such as changes to federal, state or local laws, but excluding failure caused by a party's financial condition or negligence.
- 6.7 Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington and any action or litigation undertaken to enforce the terms of this Agreement shall be conducted in Clark County, Washington.
- 6.8 Indemnification.** Both parties agree to protect, defend, indemnify and hold the other party, and its directors, officers, agents and employees harmless from any and all claims and losses that are caused by the indemnifying party, or the indemnifying party's directors', officers', agents' or employees' negligent or malicious acts or omissions.
- 6.9 Intellectual Property.** Any materials ESD112 produces shall be owned by ESD112. ESD112 shall be considered the author of such materials. To the extent materials being produced in connection with this Agreement are found to be "works for hire", the District hereby irrevocably assigns all right, title and interest in such materials, including intellectual property rights, to ESD112 effective from the moment of creation. The District shall not use any materials produced for, or by, ESD112 in connection with this Agreement without obtaining ESD112's prior written consent.
- 6.10 Non- Discrimination.** Per requirements of state, local and federal laws, including 13 CFR 145, ESD112 and the District agree not to discriminate on the basis of race, creed, religion, color, national origin, age, families with children, sex, gender expression or identity, honorably discharged veteran or military status, marital status, sexual orientation, or non-job-related physical, sensory, or mental disabilities, or use of a trained guide dog or service animal. Inquiries regarding compliance and/or grievance procedures for ESD112 may be directed to ESD112 at its address above.
- 6.11 Notice.** Whenever notice is required under this Agreement, it shall be provided by emailing, with receipt confirmation, or mailing notice to the contacts designated in Exhibit C. Notice shall be deemed effective upon the earlier of actual receipt or three (3) days after notice is deposited in the United States Postal Service mail, by certified mail, postage prepaid.

Woodland School District No 404
Contract No 18091-030
ESD112 Student Threat Assessment Program

- 6.12 Severability.** If any term of condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application and, to this end, the terms and conditions of this Agreement are declared severable.
 - 6.13 Waiver.** No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, including but not limited to the right of a performing party to notify a non-performing party there has been a unilateral early termination, shall be deemed waived by a party's failure to enforce the provision or rights to performance in a particular transaction or occurrence. Any and all waivers shall be in writing and signed by the party waiving the provision or its rights to performance. Any waiver that is not in writing shall not be binding or effective.
 - 6.14 Whole Agreement.** The parties agree that this Agreement, together with all appendices, if any, constitute the entire agreement between the parties and supersedes all prior or existing written or oral agreements between the parties and may not be amended other than in writing signed by the parties.
- 7. Exclusion, Debarment and Suspension Certification.** Per the requirements of Executive Order 12549, ESD112 and the District certify that neither they, nor their officers, directors, general managers or persons having primary management or supervisory responsibilities, are on the Excluded Parties List Report (web address: <http://www.sam.gov>) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. ESD112 and the District shall provide immediate written notice to each other if, at any time during the term of this Agreement, including any renewals hereof, they learn that this certification has become erroneous by reason of changed circumstances.

Woodland School District No 404
 Contract No 18091-030
 ESD112 Student Threat Assessment Program

EXHIBIT C
AGREEMENT CONTACT INFORMATION ^[1]

PROGRAM CONTACTS	
THE DISTRICT	ESD112
Name: Michael Green	Name: Deb Drandoff
Position Title: Superintendent	Position Title: Program Director
Phone: 360-841-2701	Phone: 360.952.3396
Email: greenm@woodlandschools.org	Email: deb.drandoff@esd112.org

FISCAL / BUDGET CONTACTS	
THE DISTRICT	ESD112
Name: Stacy Brown	Name: Amy Hoernig
Position Title: Business Manager	Position Title: Budget Analyst
Phone: 360-841-2715	Phone: 360.952.3370
Email: browns@woodlandschools.org	Email: amy.hoernig@esd112.org

ACCOUNTING / BILLING CONTACTS	
THE DISTRICT	ESD112
Name: Stephanie Patterson	Name: Christy Stalcup
Position Title: Accounts Payable	Position Title: AR Specialist
Phone: 360-841-2715	Phone: 360.952.3490
Email: pattersons@woodlandschools.org	Email: christy.stalcup@esd112.org

SIGNATURE AUTHORITY / NOTICE CONTACT ^[2]	
THE DISTRICT	ESD112
Name: Michael Green	Name: Tim Merlino
Position Title: Superintendent	Position Title: Superintendent
Phone: 360-841-2701	Phone: 360.750.7500
Email: greenm@woodlandschools.org	Email: tim.merlino@esd112.org

[1] If contact is the same as another listed, "same" can be noted.

[2] Required information