

SKAGIT COUNTY DETENTION CENTER EDUCATION PROGRAM INTERLOCAL COOPERATIVE AGREEMENT

I. INTRODUCTION

WHEREAS, legislatively approved staffing ratios preclude the resident districts from generating sufficient staff to meet the needs of students with specialized education program requirements;

WHEREAS, cooperative student programs provide a more efficient and economical basis for managing and implementing special services programs;

WHEREAS, districts have chosen to avoid unnecessary duplication of unusually expensive programs and rather choose to try to free up resources to provide educational programs not otherwise available;

WHEREAS, Northwest Educational Service District 189 (hereinafter referred to as "NWESD") has historically provided special services on a cooperative basis;

WHEREAS, the Skagit County school districts in Washington have requested that NWESD provide special services for their students;

WHEREAS, RCW 39.34, RCW 28A.310.180, and RCW 28A.310.340 authorize the school districts and educational service districts to join together to engage in various activities, including having the educational service district provide cooperative service programs; and,

WHEREAS RCW 28A.190 and WAC 392-122-200 authorize institutional education programs.

NOW THEREFORE, a cooperative service program is hereby created wherein NWESD will provide education services to the district which is signatory to this Agreement for Cooperative Service Program (herein referred to as "Agreement"), according to the terms and conditions contained herein.

II. NAME/PURPOSE

The name of this cooperative service program is the Skagit County Detention Center Educational Program (hereinafter referred to as "Program"). The general purpose of the cooperative is to provide educational programs for children and youth confined in Skagit County juvenile detention centers as authorized by RCW 28A.310.180 and/or other applicable laws.

This Agreement supersedes any Agreement prior to September 1, 2016, between NWESD and the district which is signatory to this Agreement for the operation of a juvenile detention center education program.

III. MEMBERSHIP

Membership in this cooperative requires all members to sign this Agreement. "District" shall hereafter refer to districts that have signed the Agreement for the 2016/17 program year and agree to be financially responsible as a cooperative member for a proportionate share of any excess Program costs.

IV. FINANCING

The students served by this Program are residents of one of the Districts, and accordingly, it is acknowledged that each District retains the responsibility to provide an appropriate public education for its students.

Prior to the start of each year, NWESD will develop a proposed budget, comparing the amount anticipated to be received as apportionment with planned costs of the Program. The NWESD shall receive indirect costs of nine percent (9%) for administering this Program. Such budget will be provided to each District representative and the Advisory Council members for review.

It is anticipated, but not certain, that this Program will be financed by apportionment from the State of Washington to NWESD, with that apportionment covering most, if not all, of the costs of the Program. The Districts agree to pay all unfunded costs of the Program. Any and all such unfunded costs will be proportionately distributed among the Districts. Each District's contribution will be determined by calculating the five-year average percentage of the Program its students represent, and a proportionate share of students who are non-county residents. Specifically, each District's total number of student FTE will be divided by the total FTE within the Program, based on monthly enrollment reporting, added to each District's proportionate share of the non-county resident population.

Final settlement will be determined upon the close of all accounts for each program year. Should any payments for unfunded costs be anticipated or required, the NWESD will invoice in accordance with the following schedule.

- A. On or before January 31 of the school year: Fifty percent (50%) of any projected annual unfunded cost for the school year attributable to each District, based upon the estimated shortfall.
- B. On or before June 30 of the school year: Fifty percent (50%) of any projected annual unfunded cost for the school year attributable to each District, based upon the estimated shortfall.
- C. On or before September 30 of the following school year: The difference between the actual and projected annual unfunded cost for the school year attributable to each District, should additional funds be required. If the projected shortfall was greater than the actual shortfall a proportionate share of the overpayment will be credited to each District's future Program obligation.

V. ADVISORY COUNCIL

An Advisory Council consisting of the superintendent of each participating District, or his/her designee, is hereby created. The purpose of such Advisory Council is to monitor the performance of this Agreement, amend this Agreement (with concurrence of all parties affected), and terminate this Agreement as provided in Section IX.

Activities of the Advisory Council shall take place as needed, called by a majority of its members or by the Superintendent of NWESD, or his/her designee. Decisions by the Advisory Council will be made by a vote of greater than fifty percent (50%) of a quorum. A quorum is defined as at least fifty percent (50%) of the representatives appointed to the Advisory Council. Participation may occur via technological participation, including email providing at least seven (7) calendar days prior written notice was provided to each District superintendent or designee.

VI. RIGHTS AND OBLIGATIONS OF NWESD

The NWESD Board of Directors and Superintendent agree to provide educational services pursuant to requirements of the Office of the Superintendent of Public Instruction (OSPI). In accordance with this Agreement, NWESD shall:

- A. Operate an education program as approved by the Advisory Council to meet the unique educational needs of children and youth involved in the juvenile justice system;
- B. Implement institutional programming consistent with State standards as identified by OSPI and the State Board of Education (e.g., RCW 28A.190 and WAC 392-122-200).
- C. Maintain quality educational standards, under the guidance of the Advisory Council, identified in Section V above;
- D. Coordinate the exchange of educationally relevant student information between NWESD, the District, and the student's last known school of attendance to promote learning consistent with each student's learning continuum;

- E. Coordinate with last known district of attendance for enhanced educational services to the extent possible within the juvenile justice facility, and pursuant with Section VII.A of this Agreement;
- F. Administer the Program, including filing such documents and obtaining such approvals as necessary to receive all appropriate State funding (e.g., monthly reporting of students to OSPI for CEDARS) to NWESD according to the policies and procedures adopted by the NWESD Board of Directors;
- G. Maintain fiscal record-keeping of expenditures to permit verification that federal Title 1 D funds and state apportionment funds are each used for appropriate purposes and tracked separately.
- H. Recruit, employ, and supervise educational staff to adequately operate the Program. All staff for the Cooperative shall be employed by NWESD and subject to the policies and rules and regulations of NWESD, including teacher certification as required by the State of Washington and Title 1, Part D funding;
- I. Contract or subcontract with other entities to provide needed services to operate this Program including but not limited to GED preparation, pre-employment and vocational preparation, counseling and nursing services, etc.; and,
- J. Be entitled to receive the monies necessary to operate the Program, as described in Section IV.

VII. RIGHTS AND OBLIGATIONS OF THE DISTRICT

In exchange for having NWESD operate the Program described in this Agreement, the District agrees to permit the NWESD to claim funding on behalf of any student served by the Program and to reimburse the NWESD for excess costs in accordance with Section IV.

Nothing in this Agreement precludes any District obligation to provide educational programs for juveniles in adult jails, pursuant to RCW 28A.194 and WAC 392-122-228, when such adult correctional facility is located within the District service boundaries.

The District acknowledges that by entering into this Agreement they are causing financial commitments by other parties to occur and therefore agree they will not terminate prior to the expiration date without the consent of NWESD and any other party to this Agreement that would suffer financially thereby. In the event of such unilateral termination without consent, the terminating party agrees to indemnify and pay other parties that have not agreed thereto for any financial loss which results from such termination.

Additionally:

- A. The District acknowledges that Chapter 28A.155 RCW, Chapter 392-171 WAC and Chapter 392-172A WAC impose responsibilities and that those responsibilities are not distinguished by delegation, in part or in total, under this Agreement.

To this extent, it is understood and agreed between the parties hereto that the purpose and intent of this Agreement is that NWESD provide cooperative services to deliver the specialized services for which they would otherwise qualify in their resident District. The resident District shall retain the responsibility to:

1. assure their particular students are receiving an appropriate education, including ESA provided services and timely initial evaluations or re-evaluations, as well as the re-evaluation of students while they are detained at the county detention center, as specified in Chapter 392-172A WAC;
2. comply with all provisions as requested by Chapter 28A.155 RCW, Chapter 392-171 WAC, Chapter 392-172A WAC, and Public Law 108-446 (IDEA); and,
3. incorporate Chapter 392-171 WAC, Chapter 392-172A WAC, and Public Law 108-446 (IDEA) required policies.

- B. The District waives any locally-established procurement requirements that are more restrictive than those established by statute for fees/purchases initiated pursuant to this Agreement.
- C. The District will not use federal funds for payment of any fees/purchases related to the Agreement, unless it provides prior written notice to the NWESD Assistant Superintendent for Finance and Compliance. This will assure the District and NWESD can proactively explore and meet any federal procurement requirements.

VIII. DISPUTE RESOLUTION

Disputes arising out of this Agreement, excluding indirect and administration costs, shall be resolved in the following fashion:

- A. If the dispute is between participating Districts, then the disputing parties will present their arguments first to the Director of Special Programs and Services of NWESD to make a determination. If need be, it may then be referred to the Superintendent of NWESD.
- B. If the dispute is between one or more participating District(s) and NWESD, then each participating District will appoint someone to represent it, NWESD will appoint someone to represent it, and those parties will appoint someone as a neutral representative. This panel's decisions will be limited to the provisions of this Agreement, be determined by a majority vote, and be binding on the parties.

IX. TERM OF AGREEMENT/TERMINATION

This Agreement's initial duration is from September 1, 2016, through August 31, 2017, and will be automatically renewed each year unless written notice of termination is given in the manner provided herein. For a termination to be effective, written notice must be provided to the other party by April 1 prior to the termination date, as provided below.

- A. If the Districts wish to terminate the Agreement in its entirety, the Advisory Council shall provide written notice to the NWESD no later than April 1 of the preceding program year (e.g., April 1, 2017, for the 2017/18 program year).
- B. If the NWESD wishes to terminate the Agreement in its entirety, the NWESD shall notify the member Districts no later than April 1 of the preceding program year (e.g., April 1, 2017, for the 2017/18 program year).

This Agreement may be modified only upon recommendation by Advisory Council as per Section V, and fully executed by NWESD and the Districts, specifying conditions and date of modification.

X. OWNERSHIP OF ASSETS

All assets acquired by NWESD and placed in service for the cooperative shall remain the property of NWESD. Any asset acquired by the District and used in the Program, because the Program component is situated within the District, will remain the property of the District. Works created by NWESD under this Agreement shall also remain the property of NWESD (e.g., developed training manuals or other published documents). Should the Program be dissolved, the Advisory Council shall prepare a list of all assets, including any fund balances, and make recommendations to the superintendents of NWESD and member Districts for disbursement.

XI. SUSPENSION AND DEBARMENT

The parties to the Agreement certify, and each relies thereon in execution of this Agreement, that neither their entity nor its Principals are presently debarred, suspended, proposed for debarment, 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 (e.g., general manager; plant manager; head of subsidiary, division, or business segment; and similar positions). Further, each party agrees to provide the other(s) immediate written notice if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. Each party's certification via the execution of this Agreement is a material representation of fact upon which each party has relied in entering into this Agreement. Should either party determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, it may terminate this Agreement in accordance with the terms and conditions therein.

XII. ASSIGNMENT/WAIVER/SEVERABILITY

No rights or responsibilities required or authorized by this Agreement can be assigned by any party hereto unless allowed in this Agreement.

No provision of this Agreement, or the right to receive reasonable performance or any act called for by its terms, shall be deemed waived by a breach thereof as to a particular transaction or occurrence.


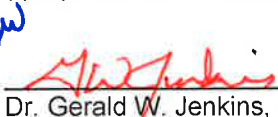


If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XIII. HEADINGS/SIGNATURES/APPROVAL

The headings of each section of this Agreement are only provided for the aid to the reader. If there is any inconsistency between the heading and the context, the context will prevail.

By signing this Agreement, the parties acknowledge that they have read and understand this Agreement, including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this Agreement, together with any appendices, constitutes the entire Agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement.

By signing below, each party affirms that this Agreement has been approved by his/her board of directors or he/she has been given authority by such board to enter into this Agreement. A copy of authorizing school board minutes or resolution, as appropriate, will be attached hereto.

 _____ Superintendent	March 14, 2016 Date	 _____ Dr. Gerald W. Jenkins, Superintendent	6/8/16 Date
<u>Sedro-Woolley</u> School District Skagit County, Washington		Northwest Educational Service District 189 Skagit County, Washington	
		 _____ S. Woods, NWESD SP&S Assistant Director	5/31/16 Date
		 _____ S. Cutshall, NWESD SP&S Director	5-19-2016 Date

Sedro-Woolley School District
801 Trail Road, Sedro-Woolley, WA 98284

MINUTES

March 14, 2016

Work Session, 5:30 p.m.

Regular Meeting, 7:00 p.m.

Support Services Building

317 Yellow Lane, Sedro-Woolley, WA 98284

The Sedro-Woolley School District Board of Directors met for a work session Monday, March 14, 2016 at 5:30 p.m. followed by a regular meeting at 7:00 p.m. Board members present: President Jim Kallio, Ken Van Liew, Christine Johnson, and Gary Johnson and Student Board Representatives Lars Stenseth and Noah Annett. Administrators present: Superintendent Phil Brockman, Assistant Superintendent Mike Olson, Executive Director of Human Resources Darrell Heisler, Executive Director of Business & Operations Brett Greenwood, Associate Executive Director of Special Programs Tony Smith, Sedro-Woolley High School Assistant Principal Wes Allen, Director of Curriculum and Instruction Mike Schweigert Transportation Director Chet Griffith, Sedro-Woolley High School Principal Kerri Carlton, Mary Purcell Elementary Principal Mike Cullum, Evergreen Elementary Assistant Principal Cara McGuire, Cascade Middle School Assistant Principal Stephanie Bachmeier, Sedro-Woolley High School Assistant Principal Todd Torgeson, Evergreen Elementary Principal Brian Isakson, Central Elementary Principal Matt Mihelich, Athletic Director Jerry Gardner, and Big Lake Elementary Principal Jodee Anderson. There were four guests.

At 5:30 p.m., President Jim Kallio opened the work session meeting with the flag salute.

Executive Director for Business and Finance Brett Greenwood provided detailed in-depth information regarding the state of the district's facilities and the district's current and future needs for facilities. The information included enrollment projections; space issues related to all day kindergarten, lower class size legislation, increased support for special services such as Title I, LAP, OT/PT and for special education growth; current facilities structural needs such as window replacements, HVAC upgrades, major roof repairs, overall building improvements, ADA compliance issues and parking improvements; estimated bond costs; bond comparison data to neighboring districts; and a rough draft of a bond wish list. Executive Director Greenwood along with Superintendent Brockman, Assistant Superintendent Olson, Executive Director Heisler and AED Smith all fielded questions from the board as there were many questions raised based on the information provided during the presentation. After additional review and discussion, Executive Director Greenwood asked for direction and approval from the Board to move forward with bond discussions and the formation of a facilities committee. The Board gave approval for the district to develop a committee consisting of community members, parents, staff, administrators, and board members to review facility needs. President Kallio requested that the majority of the committee be comprised of non-district community members and Executive Director Greenwood stated he will ensure that there are more community members than staff members.

At 6:40 p.m., the Board recessed for 20 minutes and reconvened at 7:00 p.m. into regular session.

There were no public suggestions or comments.

Ken Van Liew moved and Christine Johnson seconded to approve the regular and consent agendas. Motion carried 4/0.

Superintendent's Report

Superintendent Brockman commented that on recent school tours with board members, they have been very impressed with staff and students as they work together on student learning and that they are so engaged in the work at hand. He congratulated the FFA students on their recent first place showing at state and also congratulated the Logging Rodeo team on their record setting 16th straight championship in

Elma, Washington. Superintendent Brockman also indicated that WSSDA Board Self-Assessment information was placed in the Board folders.

Assistant Superintendent Olson was asked to give a brief teaching and learning update and provided the following information:

- Extending the elementary school day by 30 minutes to a 6.5 hours per day with a focus to maintain teacher planning time with specialists (art, music, tech);
- Core 24 and Pathway requirements at the high school is being addressed with the recent approval of an 8 period block schedule.
- The math adoption committee has been meeting and working through the lengthy process and may need to extend the June 2016 deadline to allow time for best options;
- Assessment literacy has been taking place as district staff meet with and work with NWESD staff; and
- Middle school staff have been working to expand the elective choices Cascade Middle School.

Skagit County Boys & Girls Club Youth of the Year Jazzelle Elias was introduced and recognized on her recent achievement. Ms. Elias also provided her speech used during the competition.

Superintendent Brockman then recognized Classified Employees Week by reading the governor's proclamation and by thanking all classified employees for their hard work helping all students achieve at high levels.

Student Board Representatives Lars Stenseth and Noah Annett provided an activity report and also acknowledged donations made to the district.

Executive Director Brett Greenwood provided the March Enrollment Report that reflected an enrollment count of 4,116 FTE which continues to be over the budgeted estimates.

Old Business

Christine Johnson moved and Ken Van Liew seconded to approve the Centra Health Care Solutions Agreement for Contracted Services. Motion carried 4/0.

Consent Agenda

Ken Van Liew moved and Christine Johnson seconded to approve the consent agenda:

Regular Meeting Minutes of February 22, 2016

2016-2017 Detention Agreement with ESD189

2016-2017 AVID Contract

Consultation Services Agreement with Wash. State Center for Childhood Deafness & Hearing Loss

Overnight Field Trip Request for Sedro-Woolley High School FFA Livestock CDE State Competition

\$120.16 Target – Take Charge of Education Donation to Lyman Elementary

\$140.07 Target – Take Charge of Education Donation to Mary Purcell Elementary

\$215 Marjean Burke Donation to Mary Purcell Elementary

\$103.43 School Mall Program Donation to Mary Purcell Elementary

General Fund Accounts Payable Warrants: #126144 - #126116 & #126118 & #126121 - #126267

General Fund Payroll Warrants: #126064 - #126113 & #126117 & #126119 - #116120

Capital Projects Fund Accounts Payable Warrants: #126268

ASB Fund Accounts Payable Warrants: #126269 - #126289

Voided Warrants: #126097

Motion carried 4/0.

Personnel

Christine Johnson moved and Gary Johnson seconded to approve the employment of:

PSE

Juan Bautista Garcia	Assistant District Custodian, LR (8 hr/day, 5 day/wk), eff. 1/27/16	BL
Michelle Rooks	Life Skills Paraprofessional, 2015-2016 SY (5.75 hr/day, 5 day/wk), eff. 2/22/16	MP
Rebecca Hockett	Cook, LR (2.5 hr/day, 5 day/wk), eff. 2/18/16	SWHS
Tammie Reichlin	Extended School Paraprofessional Support, 2015-2016 SY (1.25 hr/day, 2 day/wk), eff. 3/1/16	MP
Kris Drake	Bus Driver (5.25 hr/day, 5 day/wk), eff. 3/1/16	SSB
James Cimoch	Head Mechanic (8 hr/day, 5 day/wk), eff. 3/1/16	SSB
Roger Gugel	Assistant Mechanic (8 hr/day, 5 day/wk), eff. 3/1/16	SSB

SWEA

Kent Kitchen	VISIONS Teacher, 1.0 FTE, LR, eff. 1/21/16	CL
Amie Lloyd	Extended School Teacher Support, 2015-2016 SY (1.25 hr/day, 2 day/wk), eff. 2/11/16	MP

SWEA EXTRA CURRICULAR

Janine Van Liew	C-Team Girls Tennis Coach, 2015-2016 SY, eff. 2/16/16	SWHS
Rick Garcia	Skills USA Auto Shop Coach, eff. 2/3/16	SWHS
Joel Howard	S.W.E.P.T. Building Representative, eff. 9/2/15	CL
Kimberly Devaney	Spring Event Supervisor, 2015-2016 SY, eff. 3/1/16	SWHS

Motion carried 3/0. Director Ken Van Liew abstained.

Ken Van Liew moved and Gary Johnson seconded to approve the leaves of:

Celeste Peralta Medial LOA 3/3/16-4/11/16	S2 Secretary/Migrant Bilingual Paraprofessional, Medical LOA (7 hr/day, 5 day/wk), eff. 2/19/16	District /CMS
Tayla Felchlin Medical LOA 5/4/16-6/14/16	Teacher, 1.0 FTE, eff. 2/24/16	CL
Angela Bakula Professional LOA 2016-2017 SY	Teacher, 1.0 FTE, eff. 2/29/16	SAM
Tracy O'Hare Leave Extension 2016-2017 SY	Teacher, .3 FTE, eff. 2/26/16	CENT
Janis Swanson 2016-2017 SY	Teacher, .544 FTE Leave, eff. 3/4/16	CMS

Motion carried 4/0.

Ken Van Liew moved and Gary Johnson seconded to approve the resignations of:

Elisabeth Waldron	Cook/Cashier, eff. 2/25/16	BL
Rick Garcia	Head Mechanic, eff. 2/3/16	SSB
Kris Drake	Bus Driver (1.75 hr/day, 14 total days), eff. 3/2/16	SSB
James Cimoch	Mechanic, eff. 2/29/16	SSB
Rebecca Hockett	Cook, LR (2 hr/day, 5 day/wk), eff. 2/18/16	SWHS
Jennifer Brinton	Teacher, 1.0 FTE, eff. 3/2/16	CL

Motion carried 4/0.

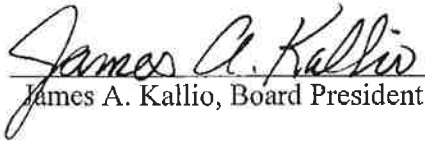
Christine Johnson moved and Gary Johnson seconded to approve the retirements of:

Robert Matthews	Principal, 1.0 FTE, eff. 6/30/16	SAM
Eric Gustafson	Teacher, 1.0 FTE, eff. 6/30/16	CMS
Marilyn Knutzen	Counselor, .3 FTE, eff. 6/30/16	SAM
Mark Chatt	Teacher, 1.0 FTE, eff. 6/30/16	CL

Motion carried 4/0.

Adjournment

At 7:35 p.m., Ken Van Liew moved and Gary Johnson seconded to adjourn the meeting. Motion carried 4/0.


James A. Kallio, Board President


Phil Brockman, Superintendent