

# **SNOHOMISH 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 Snohomish 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 Snohomish 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 Snohomish 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 two-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.

In addition, Title 1-D funding for transition support services for these students will flow directly to the Cooperative.

#### **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 I, 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 this 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.

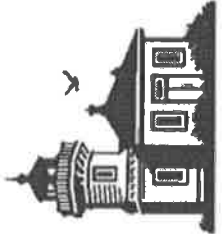
By signing below, each party affirms that this Agreement has been approved by his/her board of directors or he/she has been given authority by such board to enter into this Agreement. A copy of authorizing school board minutes or resolution, as appropriate, will be attached hereto.

Maria Larsen 3/15/16  
Superintendent Date  
Muki Heo School District  
Snohomish County, Washington

G. W. Jenkins 5/14/16  
Dr. Gerald W. Jenkins, Superintendent Date  
Northwest Educational Service District 189  
Skagit County, Washington

S. Woods 5/31/16  
S. Woods, NWESD SP&S Assistant Director

S. Cutshall 5-19-2016  
S. Cutshall, NWESD SP&S Director



# Mukilteo School District

## Mukilteo School District No. 6

Everett, Washington

### Board Meeting of March 14, 2016

At 4:32 p.m., President of the Board Judy Schwab called the Board meeting to order with Mr. Simmons, Mr. Kennedy, Mr. Thorp and Mr. Gahagan present.

Call to Order

The Board participated in a work session with a presentation about the Waiver Day Request.

Work Session

The Board recessed to Executive Session at 5:00 p.m.

Recess

The Board convened an Executive Session to discuss the performance of an employee.

Executive Session

Following the Executive Session, the Board reconvened into regular session at 5:57 p.m.

Reconvene

At 6:00 p.m., Mrs. Schwab led the flag salute. Miss Smith, Miss Bae and Mr. Mach joined the meeting at this time. There was an audience of approximately 55.

Flag Salute

Mrs. Schwab asked for revisions to the minutes. There were no revisions and the minutes of the Regular Meetings of February 8 and 22, and Special Meetings of February 11 and March 7, 2016, were approved as presented.

Approval of Minutes

Mrs. Schwab asked for revisions to the Board agenda. There was an addendum to the personnel report and no other changes.

Ian Jackson of the Community-Based Transition Center (CBTC), Gracelynn Dawson of Voyager Middle School, and Erwin Espinoza-Valenzuela of Challenger Elementary were recognized as outstanding students.

Miss Smith reported that ACES held a recognition assembly to honor students who were working hard, had perfect attendance and were passing all classes. A group of seniors were meeting with staff from Edmonds Community College about preparing for college, completing applications and applying for scholarships. The students said it was very helpful and were encouraged to attend college.

Miss Bae reported that at Kamiak, March Madness correlated to the academic season as well, with students preparing for Advanced Placement tests. She announced a community forum on the opiate and heroin epidemic that would be held at Mukilteo City Hall on March 15<sup>th</sup>. The first 8<sup>th</sup> grade parent night was scheduled for March 16<sup>th</sup>, the UKnight for Autism fundraiser was scheduled for March 26<sup>th</sup>, and the showing of “Paper Tigers” was scheduled for March 30<sup>th</sup>. The free showing of “Paper Tigers” was aimed at changing conversations across the community to start the healing process for wounds caused by trauma.

Mr. Mach reported that it had been a fun week at Mariner with the Macho Volleyball tournament, Read Across America on March 2<sup>nd</sup>, Eastside Choral Concert on March 9<sup>th</sup>, and the Orchestra retreat at Western Washington University on March 11-13. ASB elections were scheduled for March 17<sup>th</sup>, and the presentation of the Spring play “Charlie and the Chocolate Factory” would begin on March 17<sup>th</sup> and run until March 26<sup>th</sup>.

Review of Agenda

Communications to the Board: Student Recognition

Student Director Reports

**Director Reports**

Mr. Gahagan reported that he attended the Endeavour Multicultural night, which had interesting booths and tasty treats. He also had attended the reception for Kamiak’s National Merit Finalists, where nine students were honored.

Mr. Kennedy attended the Eastside Choral concert, and enjoyed the performance of the choral directors. Mr. Simmons attended the Dulcineas competition at Kamiak, along with many other people.

Mrs. Schwab had attended the Fairmount Multicultural event that was very well attended. She also attended the Kamiak Choir concert and heard songs from diverse backgrounds. She was excited to attend the play, “Charlie and the Chocolate Factory” at Mariner. In recognition of Classified School Employees Month, she expressed appreciation to all Classified staff for the huge impact they have on student learning, and noted how critical they are to the educational process.

**Superintendent’s Report**

Dr. Larsen reported that the District had good representation at the United Way Community event the prior week. The Kiwanis Community Breakfast was held the previous Saturday, with student performances from many of the District’s schools. The State Audit Exit Conference was attended by all five Board members, and she was pleased to report that everything went very well and staff had worked hard to make sure the auditors had what they needed. Now, they were entering hiring season, and there were three elementary principals recommended under the Personnel Report, as well as a new assistant principal for Kamiak. She was also sad to report that Ruth Peckarsky, Director of Special Education, had decided to retire. She then distributed a list of upcoming events.

**Audience Members**

There were no audience communications to the Board.

**Consent Agenda**

**Consent Agenda**

Mr. Kennedy moved, seconded by Mr. Simmons, to approve the Consent Agenda as addended. All Directors voted yes. Motion carried.



- A. Personnel Report as addended: Personnel Report
- 1. Certificated Personnel Report as addended - (8) elections, (5) resignations and (3) retirements. Certificated Personnel Report
- 2. Classified Personnel Report as addended - (14) elections, (5) resignations, (2) transfers, (18) extra-curricular elections and the 2015-16 Mariner Factor Points. Classified Personnel Report
- 3. Administrative Personnel Report – (4) elections, **Lori Bumstead**, Principal of Serene Lake Elementary; **Janelle Phinney**, Principal of Fairmount Elementary; **Alice Williams**, Principal of Picnic Point Elementary; and **Kimberly Jensen**, Assistant Principal of Kamiak High School; and (1) retirement, **Ruth Peckarsky**, Director of Special Education. Administrative Personnel Report
- B. Final Acceptance: Voyager Track and Field Final Acceptance: Voyager Track and Field
- C. Bid Award: Paper Products to West Coast Paper for \$94,611.09, renewable for two additional years Bid Award: Paper Products
- D. Distribution Easement to Snohomish County PUD No. 1 for Lake Stickney Elementary School Distribution Easement to Snohomish PUD
- E. Interlocal Agreement with Northwest ESD 189 (NWESD) for Operation of the Snohomish County Juvenile Detention Center Interlocal Agreement with NWESD for the Sno County Juvenile Detention Center
- F. Change Order #29 – Lake Stickney Elementary Change Order #29 – Lake Stickney Elem

- G. Change Order #30 – Lake Stickney Elementary  
Change Order #30 – Lake Stickney Elem
- H. Financial Reports, January 2016  
Financial Reports, January 2016
- I. Payment of Bills and Payroll  
Payment of Bills and Payroll
 

General Fund	\$814,712.81
General Fund	\$804,385.89
General Fund	\$738.81
Capital Projects Fund	\$309,716.47
Capital Projects Fund	\$2,768,710.64
ASB Fund	\$36,553.94
ASB Fund	\$71,792.07
ASB Fund	\$524.09
ASB Fund	\$0.00
Private Purpose Fund	\$18.00
Private Purpose Fund	\$46.00
Payroll	\$10,119,615.74
Payroll	\$88,542.12
Payroll	\$4,718.24
Payroll	\$2,433,681.00

**Agenda Items for Board Decision**

Agenda Items for Board Decision

Mr. Thorp moved, seconded by Mr. Gahagan, to approve the Award of Bid for the Discovery Elementary School Addition to Faber Construction Corporation in the amount of \$2,977,000, plus Alternate No. 2C in the amount of \$42,000, for a total award of \$3,019,000, as presented. All Directors voted yes. Motion carried.

Award of Bid:  
Discovery Elementary School Addition

Mr. Gahagan moved, seconded by Mr. Thorp, to approve the Proposed 2016-19 District Goals as presented. All Directors voted yes. Motion carried.

Proposed 2016-19 District Goals

**Agenda Items for Board Discussion**

Agenda Items for Board Discussion

Fred Poss, Deputy Superintendent, presented the Elementary and Middle School Student Day Proposal to adjust the start and ending times for the elementary student day, so that it was consistent for all-day Kindergarten through 5<sup>th</sup> grade students. The District is one of only a handful remaining districts that has different dismissal times for grades 1-2, and 3-5. The change would also require an adjustment to the middle school student day. The proposed change comes about because full-day kindergarten must meet 1,000 instructional hours. The current half-day program is approximately 450 hours. When aligning the full-day Kindergarten through 5<sup>th</sup> grade schedule, the middle school needed to be adjusted by 15 minutes to accommodate transportation.

Elementary and Middle School Student Day Proposal

The proposal was for grades 1-5 and full-day Kindergarten to attend school from 9:05 a.m. until 3:30 p.m., and for middle school students to attend from 8:05 a.m. until 2:45 p.m. The current schedule for elementary is 8:50 a.m. until 2:30 p.m. for grades 1 and 2, and 3:30 p.m. for grades 3-5. The current middle school schedule is 8:20 a.m. until 3:00 p.m. The new schedule would provide 1,046 hours of instruction for elementary students.

Mr. Mach asked if there was an adjustment for high school. Mr. Poss responded that high school would remain the same.

Patty Dowd, Executive Director of Business Services, presented the Legislative and Budget Update, noting the regular session of the Legislature adjourned at 9:14 p.m. on March 10<sup>th</sup> without a budget. The Governor called the Legislature back into session at 9:30 p.m., and threatened to veto all bills if a budget was not successfully passed. Earlier in December, the Governor had presented a balanced budget as required, as did the House and Senate, but these budgets were very different. The Senate later had a new proposal that was closer to the

Legislative and Budget Update

House budget, and it did not include funding for the levy cliff.

As for policy changes, both houses passed Charter School legislation, and the bill was on the Governor's desk for signature. No additional funding for the McCleary decision was being discussed by either house. Ms. Dowd and her staff were working to prepare the 2016-17 District budget, waiting for the supplemental budget from the State, and were budgeting utility costs, collective bargaining increases and other items. She hoped that the State budget would be finalized shortly and funding would be stabilized until the full McCleary funding was enacted.

Debra Fulton, Executive Director of Support Services, presented the Annual Report of the Building Condition Assessment for District Buildings in the Asset Preservation Program, noting that buildings that received State funding for construction after 1994 can only qualify for future modernization or replacement funding if the District has adopted and implemented an Asset Preservation Program (APP). By April 1 of each year, the District must report the conditions of those buildings to the School Board using the Building Condition Assessment (BCA) tool supplied by the Office of the Superintendent of Public Instruction (OSPI). In addition, the BCA must be completed by a certified assessor once every six years, and the results must be reported at a public meeting of the School Board. In other years, District personnel can perform the assessments and report their findings to the School Board.

Annual Report of the  
Building Condition  
Assessment for District  
Buildings in the Asset  
Preservation Program

The APP scoring system is an automated, Statewide format. Districts with buildings that do not achieve the standard scores may be required to adopt remedial maintenance practices in order to qualify for future funding.

Staff performed the annual BCA assessment, and building conditions have been updated in the Information and Condition of Schools (ICOS) database. All of the APP buildings meet the current Building Condition Standards. Many of the scores for buildings at Kamiak increased slightly over last year due to the installation of the new boilers.

Board Comments

Mr. Thorp was very proud of the District and staff for the Audit Exit report, and was especially pleased with the comments from the Auditors about the outstanding staff assistance.

There was no further business and Mr. Thorp moved to adjourn. There were no objections to the motion and the meeting adjourned at 6:52 p.m.

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MSD Board Pages maintained by Kim Anderson.  
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