

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.

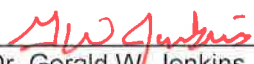
By signing below, each party affirms that this Agreement has been approved by his/her board of directors or he/she has been given authority by such board to enter into this Agreement. A copy of authorizing school board minutes or resolution, as appropriate, will be attached hereto.



Superintendent Date
Stanwood-Camano School District
Snohomish County, Washington


3/15/16

Date



Dr. Gerald W. Jenkins, Superintendent Date
Northwest Educational Service District 189
Skagit County, Washington

5/12/16



S. Woods, NWESD SP&S Assistant Director

5/31/16



S. Cutshall, NWESD SP&S Director

5-19-2016



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March 15, 2016, Regular Board Meeting Minutes

Details

Written by Joy Rusko

Last Updated: April 15 2016



STANWOOD-CAMANO SCHOOL DISTRICT
 BOARD OF DIRECTORS
 MINUTES OF THE MARCH 15, 2016, REGULAR BOARD MEETING

CALL TO ORDER

Ken Christoferson called the meeting to order at 7:00 PM in the Administration & Resource Center Boardroom.

ROLL CALL

Board members in attendance were: Julie Dean, Natalie Hagglund, Al Schreiber, Roger Myers, and Ken Christoferson. Student Advisors, Silver Mendeth and Riley Cunningham, were also in attendance.

FLAG SALUTE

Nate Christensen, Lincoln Hill High School teacher, led the Pledge of Allegiance.

APPROVAL OF AGENDA

Julie Dean made a motion to approve the Agenda for the March 15, 2016, Regular Board Meeting. Al Schreiber seconded the motion; it was voted on and approved unanimously.

APPROVAL OF MINUTES

Roger Myers made a motion to approve the Minutes of the March 1, 2016, Regular Board Meeting. Al Schreiber seconded the motion; it was voted on and approved unanimously.

COMMENTS BY CITIZENS

Todd Kunzman, Stanwood parent and volunteer with the Stanwood Lacrosse Association, asked the Board to consider allowing the high school varsity lacrosse team to use the high school stadium facility when available.

Quick Links

- Levy Information
- Staff/Substitute Links
- SCSD Report Card
- Community Fliers
- Emergency & Weather
- Reporting Harassment
- Employment

Schools

- District Home
- Cedarhome Elementary
- Elger Bay Elementary
- Stanwood Elementary
- Twin City Elementary
- Utsalady Elementary
- Port Susan Middle School
- Stanwood Middle School
- Stanwood High School
- Lincoln Hill High School
- Saratoga School

SUPERINTENDENT'S REPORT

Dr. Jean Shumate introduced the following reports:

DONATIONS

Student advisors presented the following donations:

- 1) Veritas Employee Engagement Fund donated \$115 to Utsalady Elementary, 2) Stanwood Band Boosters donated \$1,000 to the high school band program, 3) Stanwood Booster Club (sports account) provided transportation costs, \$1,986.82, to Stanwood High School athletics department for the boys swim team practices at the YMCA in Marysville, and 4) Cedarhome Elementary PTO provided transportation costs, \$1,003.54, to Cedarhome Elementary for the Washington State Studies 4th grade field trip to Olympia.

CLASSIFIED EMPLOYEES WEEK

Maurene Stanton, Executive Director of Human Resources/Public Relations, announced that it was Classified Employees Week, March 14 through 18th.

AWARDS

Joy Rusko, Secretary to the Superintendent, introduced the Shining Star and Employee Awards:

- Shining Stars: Evan Tunstall - Saratoga, Sierra Garcia -Lincoln Academy, Brittany Bachman - Lincoln Hill High School.
- Employee Awards: Heidi Cox, ASSIST Paraeducator at Port Susan Middle School - Classified Employee of the Month for February, nominated by PSMS staff; Kathy Redfern, Stanwood High School AP Physics and Calculus - Teacher of the Month for February, nominated by Riley Cunningham, student.

• Maurene Stanton, Executive Director of Human Resources/Public Relations, introduced the Volunteer Service Awards: Rachel Plambeck – Saratoga (unable to attend), Mike Kelly - Lincoln Academy, and Joan Phillips - Lincoln Hill High School.

Board members presented Certificates of Achievement and Superintendent Shumate presented a framed photo for the employees. Tony Warner, Umpqua Bank Manager presented gift certificates to the recipients on behalf of Umpqua Bank (sponsor) in partnership with Stanwood Cinemas, Dos Reales, Snow Goose Bookstore, Klesick Family Farms, and Wayne's Corner Café.

RECESS

Mr. Christoferson recessed the meeting at 7:57 PM for approximately 5 minutes to allow guests to leave. He resumed the meeting at 8:05 PM.

ASSIST PROGRAM UPDATE


Lloy Schaaf, Assistant Superintendent for Teaching and Learning, said that ASSIST is the acronym for Active Student Support for Independence, Skills and Transition. She explained that the elementary ASSIST program is currently in two locations and for the past 2 years considerations to consolidate the two programs, to provide more services to the students and families, was researched and discussed. Pam Gentz, Director of Special Services, talked about the benefits for the students with the combined program and Colleen Keller, Utsalady Elementary Principal, shared her excitement for including students on the adaptable playground equipment designed for independence and explained the intention of the communication sent to parents. Jennifer Allen, Twin City Elementary Principal, explained the process for transitioning the Twin City program to Utsalady, including the Individual Education Plans for each student. Teachers, Heather Johnson and Randi Bachand, shared their passion for having the opportunity to serve their students.


ASSET PROTECTION PROGRAM

Contact SCSD

Superintendent Jean Shumate
Send us an eMail
26920 Pioneer Hwy

Staff Login

 Username

 Password

Remember Me

Forgot your username?
Forgot your password?

Gary Platt, Executive Director of Business Services, reported on the Asset Protection Program's Annual Facility Report and explained that it is a requirement of the state in order to receive state matching funds on future school replacements or renovations. A certified building condition assessor completed a formal inspection of the schools built after 1994, which are Port Susan Middle School, Cedarhome Elementary, Uisalady Elementary and Elger Bay Elementary. The maintenance department will make minor improvements, as suggested in the facilities report.

FINANCIAL REPORTS

Gary Platt, Executive Director of Business Services, reported on the Monthly Financial Reports for February 2016. He reviewed the Executive Summary.

CONSENT AGENDA

Natalie Hagglund made a motion to approve Consent Agenda items 1-10, listed below. Roger Myers seconded the motion; it was voted on and approved unanimously.

1. Donations.
2. Stanwood High School Field Trips, (a-h) as listed:
 - a. Family Career and Community Leaders Field Trip to State Competition, March 29-April 1, 2016 Wenatchee, Washington,
 - b. Family Career and Community Leaders of America (FCCLA) Senior Culinary Arts, March 25-26, Seattle, Washington,
 - c. FFA Agriculture Mechanics Team to North Central Washington Junior Livestock Show, March 31-April 2, 2016, Moses Lake, Washington,
 - d. Jobs for Washington's Graduates (JWG) Career Development Conference, April 18-19, 2016, Wenatchee, Washington,
 - e. Future Business Leaders of America (FBLA) to State Competition, April 20-23, 2016, Spokane, Washington,
 - f. Sports Medicine Team Field Trip to State Competition, April 21-23, 2016, Kennewick, Washington.
 - g. Jazz Ensemble to Olympia, Washington, April 25-26, 2016.
 - h. Science Team to State Science Olympiad Tournament, April 15-16, Cheney, Washington.
3. Second Reading/Adoption of Revised Board of Directors' Policies (a-e) as listed:
 - a. 1005, Key Functions of the Board
 - b. 1105, Director Districts
 - c. 1110 Election
 - d. 1114, Board Member Resignation and Vacancy
 - e. 1210, Annual Organizational Meeting, Election of Officers.
4. Interlocal Agreement with North County Regional Fire Authority for Standby Emergency Medical Services.
5. Interlocal Cooperative Agreement with Northwest Education Service District 189 for 2016/17 Snohomish County Detention Center Education Program.
6. 2016 Asset Protection Program Annual Facility Report.
7. Agreement with Lake Washington Institute of Technology.
8. Student Intern Agreement with Everett Community College.
9. Personnel Consent Agenda.
10. Bills and Payroll.

PAYROLL FUND WARRANT TOTAL

PAYROLL	FUND	WARRANT	TOTAL
February 2016	Payroll	#44234-44307	\$1,275,029.27
	Payroll ACH <small>(Automated Cleaning House)</small>		\$1,805,692.42
	Electronic Federal Tax		\$673,485.46

ACCOUNTS PAYABLE

February 29, 2016	General	#44308-44438	\$237,600.14
	Capital Projects	#44439-44442	\$16,919.38
	Associated Student Body	#44443-44469	\$12,888.13
March 15, 2016	General	#44470-44621	\$198,943.53
	Capital Projects	#44622-44628	\$71,755.47
	Associated Student Body	#44629-44666	\$25,762.10

STUDENT ADVISORS REPORT

Silver Merideth said that 14 students from Lincoln Hill High School attended Natural Helpers training, 8 students helped serve beverages for the Stanwood Camano Area Foundation Philanthropy Awards and helped with the cleanup, the Associated Student Body officers were elected, students from the Y-Achievers held a spaghetti dinner, and the spring "open-mic" night will be held on April 1st.

Riley Cunningham reports that 3 assemblies will be held at Stanwood High School, March 30 – Fine Arts, March 31 – Associated Student Body (ASB) elections, and April 1 – new high school planning. Conferences will be held March 30-April 1 and plans for the senior parent breakfast and senior dinner dance have begun. Spring sports started and leadership students are in the process of making a "We are Stanwood" video, in partnership with Lincoln Hill High School Leadership students and a new club is being formed, called R.A.C.E. (Runners Against Competitive Exercise).

ITEMS BROUGHT UP BY BOARD MEMBERS

Roger Myers announced that the Board would host the Washington State School Directors Association (WSSDA) Regional Meeting on March 28th.

Al Schreiber was thankful for the staff that provided presentations, for those that worked with the auditors, and for the new YMCA that is being built. He also appreciated learning about the lacrosse teams.

Natalie Hagglund enjoyed honoring the awardees.

Julie Dean commented that the elementary ASSIST programs would be more enriched by combining the Twin City Elementary program at Utsalady Elementary.

Superintendent Shumate also thanked the ASSIST planning team who never lost sight of what is best for our students.

ADJOURNMENT

Director Christoferson adjourned the regular meeting at 9:00 PM.

STANWOOD-CAMANO SCHOOL DISTRICT
BOARD OF DIRECTORS

 President

 Vice President

 Director

 Director

 Director

Attest:

 Jean Shumate, Ed.D.
 Secretary to the Board

◀ Prev

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Nondiscrimination Statement

The Stanwood-Camano School District does not discriminate in employment, programs, or activities on the basis of age, creed, religion, race, color, national origin, sex, marital status, sexual orientation including gender expression or identity, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or use of a trained guide dog or service animal by a person with a disability and provides equal access to the Boy Scouts and other designated youth groups. Inquiries regarding compliance and/or grievance procedures may be directed to the District's Title IX/Affirmative Action Officer and Civil Rights Compliance Coordinator, Maureen Stanton, or the Section 504/American Disabilities Act Coordinator, Pam Gentz, Stanwood-Camano School District, 26920 Pioneer Hwy, Stanwood, WA 98292. Telephone: (360) 629-1200.