

WHATCOM 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 Whatcom 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 Whatcom 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 Whatcom 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 or Lummi Nation 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.

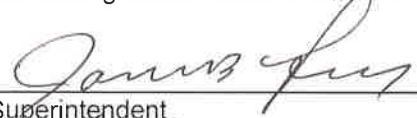
If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application; to this end the terms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

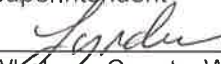
XIII. HEADINGS/SIGNATURES/APPROVAL

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.

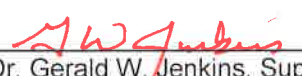
By signing this Agreement, the parties acknowledge that they have read and understand this Agreement, including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this Agreement, together with any appendices, constitutes the entire Agreement 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 Date 3.18.16


School District
Whatcom County, Washington



Dr. Gerald W. Jenkins, Superintendent Date 6/27/16
Northwest Educational Service District 189
Whatcom County, Washington



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



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



Lynden School District #504

Ensure that all students graduate college, career, and citizenship ready

March 17, 2016
School Board Meeting
Minutes
Lynden High School Library
6:30 P.M.

1. Call to Order, Welcome, Pledge of Allegiance and Roll Call

Meeting called to order at 6:34PM P.M. Board members in attendance were Brian Johnson, Steve Jilk, Mike Haveman, Kevin Burke, and Dominic Shiu. Student Directors Carson Smith and Tore Olson were absent and excused.

2. Good News

- The Lynden School District is excited to announce that Mr. VanderYacht, currently Isom Elementary Principal, will assume the roll as Assistant Superintendent beginning in the 2016-2017 school year. Congratulations Mr. VanderYacht!
- Lynden High School Assistant Principal, Lisa McKeen has announced her retirement after the 2015-2016 school year. We appreciate her work with the students and the district, her dedication and character is exceptional. With her departure, The Lynden School District welcomes Michelle Nilsen as the new Assistant Principal. Congratulations to Mrs. McKeen and welcome Mrs. Nilsen.
- The Lynden High School S.O.C.K Club (Servicing Our Community with Kindness) collected 500 lbs. of food and \$25 during their food bank fundraiser for local groups.
- Congratulations to the Boys and Girls Basketball teams for advancing to the WIAA State Basket Tournament. The girls brought home a 2nd place trophy and the boys brought home a 3rd place trophy.
- The Lynden High School Performing Arts students received rave reviews of their rendition of "The Little Mermaid". Congratulations on your successful performances!
- It's great to report that the Lynden High School Chess Team is alive and growing! They missed the State Tournament by a few points, but look forward to coming back bigger & better in years to come.
- Congratulations to the FBLA Team (Future Business Leaders of America) 9 students placed 1st-6th out of 11 categories (some multiple times) in the FBLA Regional Conference. The students; Abigail Mellama, Josiah Lyons, Tanner Johnson, Devin Gartner, Janet Lopez, Maggie Mussard, Ryan Kussman, Paisley Kaur, and Terry Robinson have all earned advancement to the state competition.
- The Lynden School District was pleased to welcome Jeff Utecht, Educator, Consultant, and Author, to provide professional development information, to transform student learning through instruction, with technology to accelerate the shift to deeper learning.
- Fisher has hosted 5 visits from the Whatcom Symphony Orchestra in conjunction with Lynden Christian, providing the 4th & 5th graders an opportunity to meet musicians and learn about different instruments.
- The Fisher PTA hosted a father-daughter dance. It was a lovely evening for fathers and daughters to share.
- On February 25th, 60 students, staff and community members donated blood in the high school library. The blood drive was coordinated by the Sports Medicine Club with Bloodworks Northwest.

3. Approval of Meeting Minutes

- February 25, 2016

Steve Jilk motioned to approve the meeting minutes seconded by Mike Havemen. Motion carried by voice vote.

4. Consent Agenda

- 2015-16 General Fund \$206,533.06 Warrants 40303 – 40422 dated February 29, 2016
- 2015-16 ASB Fund \$9,536.06 Warrants 40423 – 40453 dated February 29, 2016
- 2015-16 GF ACH \$1,804.44 Warrants 151600204 – 151600219 dated February 29, 2016
- 2015-16 ASB ACH \$99.85 Warrants 151600220 – 151600221 dated February 29, 2016
- Capital Projects – None
- Transportation Fund – None
- Personnel Action Items 3.10.16

Steve Jilk motioned to approve the consent agenda seconded by Mike Havemen. Motion carried by voice vote.

5. Information from the Audience

None at this meeting.

6. Student Recognition

- **FFA Rituals Team**

The FFA Rituals Team presented to board members on March 10th, at an unofficial board meeting. They shared how they practice to participate at the FFA Rituals Contest. Freshmen students recited opening and closing ceremonies for an official FFA meeting and showed proper knowledge of parliamentary law in order to form a solution. The board asked questions about their practice sessions and how they prepare for the contest.

7. Reports

- **Superintendent**

School Improvement Plan (SIP)

Jim Frey explained the outline of the updated SIP and the direction of the plan to reflect the celebrations and areas of growth that our staff and schools are working to address. At the SIP presentations, principals and the board will have a dialogue on what is happening in the schools that supports learning for each student.

Strategic Communication

The board will be looking at opportunities to partner with an organization or individual to strengthen our community communication and establish a structure for consistent communication.

Construction & Design Update

Updated Draft Specifications

Jim Frey reviewed the draft specifications of the Lynden Middle School and provided information about specific areas within the building that will be addressing more detailed ideas. Jim also reviewed draft plan specifications for Fisher Elementary design and playground equipment placement.

- **Teaching and Learning**

21st Century Skills/Deeper Learning

Due to schedule conflict, this topic will be discussed at the March 24th, 2016 Board Meeting Work Session

- **Finance and Operations**

2016-2017 Budget Update

Patti Fairbanks provided information on projected enrollment for the coming years and provided historical information on trends that impacts funding from the state. The enrollment will continue to be monitored as registration continues up to the 2016-2017 school year.

8. Board Workshop

Student Fees

Patti Fairbanks provided information on the scope of fees that students pay as part of their education in the classroom and extra-curricular activities. The board addressed the budget reasons for requesting fees and what could be changed to provide supplies that are for general use rather than personal use.

Athletics/Activities Eligibility

The board reviewed the changes to the Athletic Eligibility Code.

WSSDA Topics

The board discussed interest of topics from the WSSDA Annual Conference and topics that will be included as a part of future board meetings.

9. Action Items

- **Resolution No. 01-16 Request for Apportionment Redirection**

Patti Fairbanks explained the reasoning for transfer of funds from the General Fund to the Capital Projects Fund for the installation of additional portable classrooms.

Steve Jilk motioned to approve Resolution No. 01-16 Request for Apportionment Redirection seconded by Mike Haveman. Motion carried by voice vote.

- **Payment for Portable Classroom Purchases**

Patti Fairbanks provided information about the need of 3 additional portables at Bernice Vossbeck Elementary and the necessary approval action of the board.

Steve Jilk motioned to approve the purchase of 3 additional portables seconded by Mike Haveman. Motion carried by voice vote.

- **2016-2017 School Year Calendar Changes**

Jim Frey explained the reason for changes to the 2016-2017 school calendar which consisted of moving a waiver day from September 14, 2016 to September 23, 2016, changing the early release days of May 23 & 24 to K-8 students only, and the addition of 2 weather make up days at the end of the school year.

Mike Haveman motioned to approve the revised 2016-2017 school calendar seconded by Steve Jilk. Motion carried by voice vote.

- **Whatcom County Detention Center Education Program Inter-local Agreement**

The board approved the ESD 189 Inter-local Agreement

Mike Haveman motioned to approve the revised 2016-2017 school calendar seconded by Dominic Shiu. Motion carried by voice vote.

9. Policy

- **Policies – Second Reading**

After a second reading, the board approved policies 2020, 2107, 2410, 2418, 3141, 3245, 4040, 5201, 5215, 5240, 5251, 5252, 5253, 5260, 5270, 5271, 6101, 6106.

Kevin Burke motioned to approve the policies seconded by Mike Haveman. Motion carried by voice vote.

10. Adjourn Meeting

Meeting adjourned at 8:27 P.M.

11. Executive Session/Adjourn Meeting

None at this meeting.



Jim Frey
Superintendent



Brian Johnson
President