

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, Chapter 39.34 RCW, 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 Chapter 28A.190 RCW 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 center as authorized by RCW 28A.310.180 and/or other applicable laws.

This Agreement supersedes any Agreement prior to September 1, 2018, 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 2018/19 program year, or any successor year, and agree to be financially responsible as a cooperative member for a proportionate share of any annual 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.

Any and all program enhancements and associated costs beyond those funded by state apportionment will be proportionately distributed among the Districts. Each District's contribution will be determined by calculating the four year (4) average percentage of the Program its students represent, based on monthly enrollment reporting, 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, and then added to each District's proportionate share of the non-county resident population to calculate the District total proportionate share.

The NWESD will invoice in accordance with the following schedule.

- A. Monthly, on or before the 10th of each month commencing with October: the estimated district proportionate contribution of monthly costs based on the prior five-year average, except as noted below.
- B. Annually, on or before September 30 of the following school year: In lieu of monthly invoicing for August, the difference between the actual and projected annual cost for the school year attributable to each District, as calculated on actual five-year average proportionate share to date. 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.

The NWESD will adjust projected shortfall and, as appropriate, apply this adjustment to proportionate district share during the February and July invoicing cycle. Final settlement will be determined upon the close of all accounts for each program year.

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). All staff for the Cooperative shall be employed by NWESD and subject to the policies and rules and regulations of NWESD, including regulations pertaining to RCW 28A.400.303, RCW 28A.400.322 and RCW 28A.400.330, and teacher certification as required by the State of Washington and Title 1, Part D funding. 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., Chapter 28A.190 RCW 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 ID 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;
- 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 programming for juveniles in adult jails, pursuant to Chapter 28A.194 RCW 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, 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 students 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 Educational Staff Associate (ESA) provided services and timely initial evaluations or re-evaluations of students while they are detained at the county detention center; and,
 2. Comply with and incorporate all provisions required by Chapter 28A.155 RCW, and Chapter 392-172A WAC.
- 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, 2018, through August 31, 2019, 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, 2019, for the 2019/20 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, 2019, for the 2019/20 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. CRIMES AGAINST CHILDREN

In accordance with RCW 28A.400.330, employees, agents, and contractors of the NWESD and District are prohibited from working at a public school if they have or may have contact with children at a public school during the course of their employment and have pleaded guilty to or been convicted of the crimes identified in RCW 28A.400.322. Any failure to comply with this section shall be grounds for the District immediately terminating the contract.

XII. 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.

XIII. 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.

XIV. INDEMNITY

The NWESD shall defend, indemnify and hold harmless the District in full for any and all claims against the District or its employees, officials, or contractors which arise from the acts or omissions of the NWESD and its employees, officials, and contractors in the provision of the services under this Agreement. The District shall defend, indemnify, and hold harmless the NWESD in full for any and all claims against the NWESD or its employees, officials, or contractors which arise from the acts or omission of the District or its employees, officials, and contractors in the provision of the services under this Agreement

XV. 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.

<u>Chris Sweeting</u> Superintendent	<u>3/26/18</u> Date	<u>Larry Francois</u> Superintendent	<u>5/25/18</u> Date
<u>Arlington</u> School District		Northwest Educational Service District 189	Skagit County, Washington
<u>Snohomish County, Washington</u>			

<u>S. Dahl</u> NWESD SP&S Assistant Director	<u>5/22/18</u> Date
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<u>S. Cutshall</u> NWESD SP&S Director	<u>5-22-18</u> Date
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Reviewed by:
LM LM

**Arlington Public Schools
Board of Directors
Regular Meeting Minutes
Monday, March 26, 2018**



Members Present

Directors Judy Fay, Jeff Huleatt, and Marc Rosson, and Student Advisors Mary Catherine Meno and Annika Hatfield were in attendance. Directors Jim Weiss and Kay Duskin were absent and excused.

Call to Order

President Jeff Huleatt called the meeting to order at 6:00 pm in the Administration Building Board Room, 315 N French Ave, Arlington, WA.

The Pledge of Allegiance was conducted.

Approval of the Agenda

President Huleatt noted that Item 5B Out-of-State Travel for Staff Members to Naviance Training is being tabled until the April 23 meeting. Additionally, a revised Warrant Report has been provided (Item 4C) and the Cooperative Agreement with Patricia Putnam (Item 5K) has been amended. President Huleatt asked if there were any other proposed amendments to the agenda. There were none.

Motion: That the Board approves the agenda as amended.

Motion by Marc Rosson, second by Judy Fay.

Final Resolution: Motion Carries

Yea: Judy Fay, Jeff Huleatt, Marc Rosson

Regular Meeting Minutes - March 12, 2018

President Huleatt asked if there were any corrections to the minutes of March 12, 2018. There were none.

Motion: That the Board approves the regular meeting minutes of March 12, 2018 as presented.

Motion by Marc Rosson, second by Judy Fay.

Final Resolution: Motion Carries

Yea: Judy Fay, Jeff Huleatt, Marc Rosson

Presentations/Recognitions

Student Presentation - Presidents Elementary - Martin Luther King/7 Habits

Mr. Derek Larsen, Presidents Elementary Principal, Ms. Jamie Miller, Assistant Principal, and Ms. Renee Demoret, para-educator, and nine members of the student Lighthouse Team shared how the 7+ habits are promoted in their school. The students talked about recent activities, including the Martin Luther King Jr. Day assembly in January. Each student shared about an inspirational leader and read a famous quote from that leader. The students responded to questions from the Board.

Comments from Audience Members

There were no comments from audience members.

Consent Agenda

President Huleatt noted that a revised Warrant Report was provided and asked if there were any additional amendments or items to be pulled from the Consent Agenda for further discussion. There were none. The Consent Agenda therefore consists of:

A. Budget & Enrollment Reports

B. Personnel Report

C. Warrants - AMENDED 03/26/18

D. Adjusted Warrants

Motion: That the Board approves the consent agenda as amended.

Motion by Marc Rosson, second by Judy Fay.

Final Resolution: Motion Carries

Yea: Judy Fay, Jeff Huleatt, Marc Rosson

New Business

A. Out-of-State Travel - Arlington High School FFA to Pullman, WA, and Idaho, May 9-13, 2018

There was no presentation.

Motion: That the Board approves the out-of-state travel for FFA to Pullman, WA, and Idaho, May 9-13, 2018

Motion by Marc Rosson, second by Judy Fay.

Final Resolution: Motion Carries

Yea: Judy Fay, Jeff Huleatt, Marc Rosson

~~B. Out-of-State Staff Travel - Naviance Training~~ ITEM TABLED

C. Out-of-State Staff Travel - Davis to Orlando, FL, Sept. 12-16, 2018

Dr. Chrys Sweeting, Superintendent, shared information about this travel request. There were no questions from the Board.

Motion: That the Board approves the out-of-state travel for Julie Davis to Orlando, FL, September 12-16, 2018.

Motion by Marc Rosson, second by Judy Fay.

Final Resolution: Motion Carries

Yea: Judy Fay, Jeff Huleatt, Marc Rosson

D. School Improvement Plan Report - Presidents Elementary

Mr. Derek Larsen, Presidents Elementary Principal, and Ms. Jamie Miller, Assistant Principal, shared a report about Presidents Elementary's School Improvement Plan and responded to questions from the Board.

E. 2017-18 Calendar Revisions - Briefing

Dr. Chrys Sweeting, Superintendent, shared the revisions to the school calendar, which include making up the February 26 snow day by moving the last day of school to June 18 and provide additional details for end-of-the-year events. Because the calendar was originally approved with five potential make-up days built in, Board approval of the amended calendar is not required.

F. AHS Transitions Program Move to French Avenue House - Briefing

Mr. Dave McKellar, Director of Special Education, shared information about a proposal to move the AHS Transitions program to the French Avenue House. He responded to questions from the Board.

G. Asset Preservation Program Report 2018

Mr. Brian Lewis, Executive Director of Operations, shared a required annual Asset Preservation Program (APP) report. He introduced the members of the Maintenance Department and thanked them for their work in maintaining our buildings.

H. Competency Based Credit - Briefing

Ms. Amie Verellen-Grubbs, Director of Career Readiness and Innovative Programs, shared a briefing about competency-based credit and responded to questions from the Board.

I. 2018-19 Budget Briefing - Legislative Outcomes

Ms. Gina Zeutenhorst, Executive Director of Financial Services, shared a budget update and highlights from the recent legislative session. The Board commended Gina on her recent Letter to the Editor.

J. Inter-Local Agreement with NW ESD 189 - Snohomish County Detention Center Education Program 2018-19

Ms. Kathy Ehman, Assistant Superintendent, shared information and responded to questions regarding this Inter-Local Agreement.

Motion: That the Board approves the Inter-Local Agreement with NW ESD 189 for Snohomish County Detention Center Education Program 2018-19.

Motion by Marc Rosson, second by Judy Fay.

Final Resolution: Motion Carries

Yea: Judy Fay, Jeff Huleatt, Marc Rosson

K. Cooperative Agreement with Patricia Putnam

Ms. Amie Verellen-Grubbs, Director of Career Readiness and Innovative Programs, shared information and responded to questions about the cooperative agreement with Patricia Putnam for mental health services. Ms. Ardis Schmeige, Chief Financial Officer at Public Hospital District #3 of Snohomish County, was in attendance and assisted in responding to questions. Dr. Huleatt especially thanked Ardis for her work in making a difference for our students and community.

Motion: That the Board approves the cooperative agreement with Patricia Putnam as amended.

Motion by Marc Rosson, second by Judy Fay.

Final Resolution: Motion Carries

Yea: Judy Fay, Jeff Huleatt, Marc Rosson

L. First Reading of Board Policies 1111, 2000, and 2080

Dr. Chrys Sweeting, Superintendent, shared proposed revisions to Policy 1111. Ms. Kari Henderson-Burke, Executive Director of Teaching & Learning, shared revisions to Policy 2000 and the recommendation for deletion of Policy 2080. The Board had no requested amendments. These policies will be presented for Second Reading and Adoption or Deletion at the April 23 meeting.

Informational Items

Superintendent's Report

Dr. Chrys Sweeting, Superintendent, shared the following:

- Invitation to the Board to attend the Golden Eagles Pie Social on April 24. Pies will be made and served by the SkillsUSA Culinary students;
- Letters regarding the District's safety and security efforts were sent to staff today and will be sent to families tomorrow;
- Today, 19 Japanese students joined Haller MS student body for about 10 days. Director Rosson is hosting one of these students;
- Next week is Spring Break. Schools and the District Office will be closed.

Comments from Board Members

Board members shared general comments.

Next Meeting

Regular Business Meeting

Monday, April 23, 2018 at 6:00 pm

Administration Board Room

315 N French Ave, Arlington, WA

Adjournment

With no further business to come before the Board, the meeting concluded at 8:21 pm.

Motion: That the meeting be adjourned.

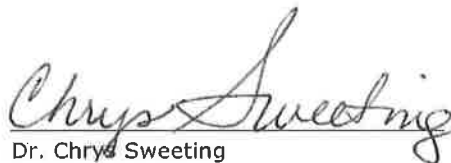
Motion by Marc Rosson, second by Judy Fay.

Final Resolution: Motion Carries

Yea: Judy Fay, Jeff Huleatt, Marc Rosson



 Dr. Jeff Huleatt
 President
 Board of Directors



 Dr. Chrys Sweeting
 Superintendent
 Secretary to the Board

Date Approved: 4/23/18

ARLINGTON PUBLIC SCHOOLS NO. 16
315 N. French Avenue
Arlington, WA 98223

RESOLUTION NO 07-07
**Granting the Superintendent Authority to Enter Into Inter-Local
Cooperative Agreements for Students with Special Needs**

A RESOLUTION granting the Superintendent authority to enter into Inter-Local Cooperative Agreements with other districts and agencies in order to obtain educational services for children with special needs.

WHEREAS, it is the intent of the Board of Directors of Arlington School District No. 16 to provide appropriate programs that will meet the needs of students with special needs; and

WHEREAS, it is desirable to utilize to the best advantage existing programs, services and facilities, thereby eliminating unnecessary duplication; and

WHEREAS, in so doing, at times it becomes necessary to share programs, services and facilities on an inter-local cooperative basis with other districts and agencies, therefore;

BE IT RESOLVED, that the administration shall be authorized to enter into such inter-local cooperative agreements with other districts and schools and tentatively implement such programs subject to the final approval of the Superintendent, effective June 1, 2007.

BE IT FURTHER RESOLVED, that the inter-local cooperative agreements entered into pursuant to this Resolution shall include and specify all information as required by law.


BE IT FURTHER RESOLVED, this authority shall remain in effect until revoked.

ADOPTED by the Board of Directors, Arlington School District No. 16, Snohomish County, Washington, at a regular open meeting thereof, held this 29th day of May 2007, the following Directors being present and voting in favor of the resolution.


ARLINGTON PUBLIC SCHOOLS NO. 16
SNOHOMISH COUNTY, WASHINGTON




President and Director



Director



Director



Director



Director

ATTEST:


Secretary, Board of Directors