

**Inter-Agency Agreement
Education of Juveniles In-Residence at
Woodinville Community Facility DCFY/Juvenile Rehabilitation**

THIS AGREEMENT is made by and between Woodinville Community Facility (hereinafter referred as "WCF"), a division within the Department of Children, Youth, and Families/Juvenile Justice (hereinafter referred as the "Agency") and Northshore School District (hereinafter referred as the "District") for the purpose of defining inter-agency cooperation to provide instruction to juveniles under age 18 confined within the WCF.

In keeping with Washington State law 28A.190, Washington Administration Code 390.122.200, federal US Department of Education Title 1 Neglected-Delinquent rules, and regulations, and in combination with school district protocol, it is agreed that each party will adhere to:

1. Responsibilities

1.1 The District is responsible for providing WCF an educational program for juveniles residing therein, in accordance with state and federal regulations. As part of this program, the district will:

- a. be fiscally responsible (in accordance with state and federal guidelines) for all WCF program costs, including staffing, curriculum, supplies, equipment, and technology as it pertains to the educational component of programming;
- b. be academically responsible for all aspects of WCF including: student assessment required to meet state requirements and to facilitate development of instructional program services, educational support services, and record-keeping, providing yearly reports to OSPI;
- c. employ, assign and supervise a qualified teacher with a Washington State Teaching Certificate to provide instruction, and support staff for instructional program operation and record-keeping;
- d. provide instruction in reading, language arts, math, and to the extent practical, social studies, science, study skills, and social/behavioral skills, and (to the extent possible) physical education and prevocational/vocational studies;
- e. provide and maintain internet capacity for student use, in cooperation with the WCF safety and security policies, will restrict internet contact to educational sites, while protecting youth from accessing social media or other sites where they may incriminate themselves;
- f. utilize administrative technology to identify appropriate coursework aligned with Washington state grade-level standards for each student obtaining information from the student's previous school and/or through existing standardized assessment and/or on-site assessment of student knowledge and skills in major content areas;

- g. obtain and use appropriate educational materials to assist students to continue their "home school" or school of origin education while at the Agency, including individual learning plans (IEPs);
- h. maintain student data (demographic information, entry/withdrawal dates, courses taken, credits earned, etc.) in a secure online student information system;
- i. prepare and submit reports as requested by WCF and as required by the state including informational reports for the student's school of origin, including but not limited to report cards, progress reports electronic communication and Progress Monitoring sheets; students identified as in need of special programming will be referred to their home-school for additional assessment;
- j. evaluate the educational program and program staff as required by local standards or grant commitments, including: numbers served; recidivism rates; educational achievements (credits, certifications earned); services provided; and effectiveness of coordination with the Agency;
- k. maintain open communication with WCF, and other agency staff in providing educational services, including annual consultation with facility administrators regarding educational services in August and annual review of the terms of the Agreement between the District and the Agency;
- l. cooperate with WCF staff in counseling, crisis intervention, physical restraint procedures, and security procedures defined in the WCF Policy Manual;
- m. under federal Title 10, will transition youth upon release to a predetermined educational program which may include the school of origin, on-line alternative learning programs, Job Corps, GED or another educational opportunity, as determined by the instructor and assisted by the Northshore Transition Specialist with student, family and WCF support; Money has been allocated to purchase supplies and curriculum for the students, provide professional development and travel reimbursement for the instructor and provide an educational advocate; and
- n. offer youth support in re-engagement through McKinney Vento, Open Doors Youth Re-engagement program, Work Source, or other appropriate and mutually agreed upon option for youth education.

The District may contract with or enter into an Interlocal agreement with other agencies to provide additional services to juveniles at WCF. In such instances, the District will inform WCF prior to initiation of such services.

1.2 The Agency is responsible for:

- a. providing and maintaining the physical plant to house the District classroom, together with all non-internet utilities, basic furniture, and other equipment necessary for program operation;

- b. handling and maintaining records for intake and release of all youth entering and leaving WCF;
- c. making the educational facilities in WCF available to the District at reasonable hours, as deemed necessary by the District, for the provision of educational services to juvenile detainees;
- d. keeping District property secure when rooms used for juvenile instruction during the weekday are made available by WCF for staff or non-staff use;
- e. employing and supervising all WCF staff;
- f. verifying all District staff who may have contact with WCF residents complete a mandatory Background Check every 5 years in addition to meeting any District requirements and participate in all required trainings. The background check shall include a review of a child abuse registry maintained by the State or locality in which the employee would work;
- g. verifying that all District staff in direct contact with Woodinville youth have participated and completed the Prison Rape Elimination Act (PREA) required trainings;
- h. obtaining from all District Staff the completed PREA Sexual Misconduct Form (DCYF 20-296) prior to District Staff working with Woodinville youth;
- i. following-up immediately on disclosure of any incidents of sexual misconduct by District staff incidents occur in the period between background checks; and
- j. any other items included in the RCW 28A.190.040.

1.3 Both the Agency and the District are responsible for safeguarding confidential information regarding juveniles at WCF, in accordance with state regulations. It is understood that pertinent demographic and behavioral information will be shared between the District-designated teacher and WCF staff to ensure smooth operation of WCF.

1.4 The District agrees that the Agency, through the Community Facility Administrator, may inspect all reports, records, and written materials pertaining to instructional services that are prepared or created by the District during the term, of this agreement. The Agency agrees to share intake and release information daily with the District, as needed or required for state or federal annual and semi-annual reporting.

2. Communication

2.1 Communications between the Agency and the District must be addressed to the individuals designated at their regular place of business, as follows:

Woodinville Community Facility
 Community Facility Administrator
 Woodinville 14521 124Ave NE
 Kirkland, WA 98034

Human Resources Executive Director
 Northshore School District No. 417
 3330 Monte Villa Parkway
 Bothell, WA 98021

2.2 The District agrees to notify the Agency in advance of any on-site inspections, audits, or program reviews by an individual, agency, or governmental unit whose purpose is to review the services provided under this agreement.

3. **Relationship of the Parties.** This agreement establishes an independent contractor relationship between the Agency and the District. District employees are not entitled to any of the benefits the Agency provides for Agency employees. The District is solely responsible for its acts and the acts of its employees and agents during the performance of this agreement.

4. **Mutual Agreements.** It is mutually understood and agreed that

4.1 Venue. This agreement is governed by the laws of the state of Washington; both as to interpretation and performance.

4.2 Severability. If any part of this agreement is illegal, the validity of the remaining provisions will not be affected. If it appears that any provision is in conflict with any statutory provision of the state of Washington, that provision will be deemed inoperative, null, and void and will be modified to conform to statutory provisions.

4.3 Non-Waiver of Breach. The failure of the Agency or District to insist upon strict performance of any portion of this agreement or to exercise any option herein conferred, in any one or more instances may not be construed to be a waiver or relinquishment of such portion, which will remain in full force and effect.

4.4 Modification. No change or addition, to this agreement will be valid or binding upon either party unless the change or addition is in writing, executed by both parties.

4.5 Disputes. Disputes will be resolved by a three-member committee - one member selected by the District, one member selected by the Agency, and one impartial member jointly selected by the District and the Agency. Decisions of the committee will be limited to issues delineated by this agreement and will be final.

4.6 Indemnification. Each party assumes the risk of, is liable for, and will pay all damages, loss, cost and expense of its officers and employees arising out of any duty performed, or not performed, while acting in good faith within the scope of this agreement.

4.7 Personal Property. All property purchased by the District with District funds will become and remain the property of the District including but not limited to, textbooks, curriculum materials, computer and electronic technology, life-skills hardware materials and supplies, physical education program equipment and supplies, and other miscellaneous classroom furnishings. All property purchased by the Agency will remain the property of the Agency. District and Agency each will maintain an inventory of personal property used at WCF.

4.8 Suspension or Debarment. The parties certify that their organizations, their directors, council members, and the individuals having primary management or supervisory responsibilities are not presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any federal governmental agency or department. Should either party determine at any time during this agreement that this certification is false, or should it become false due to changed circumstances, the party may terminate this agreement.

- 4.9 Employee Oversight. District employees operate at the direction of the District superintendent and will follow established protocols for accessing WCF. Agency employees operate at the direction of the designated Agency supervisor. Both parties agree that their respective employees are not authorized to direct the actions of the party's employees, except in case of emergency.
- 4.10 Term of Agreement. This agreement will be in full force and effect, unless sooner terminated, from September 1, 2019 to August 31, 2020, and will be reviewed annually.
- 4.12 Termination. If either party fails to comply fully with the terms and conditions of this agreement, the other party may pursue such remedies as are legally available, including, but not limited to, suspension or termination of this agreement. If either party is unable to substantiate full compliance with the provisions of this agreement, the other party may immediately suspend the agreement, pending corrective acts or investigation, to ensure the security of WCF. This agreement may be terminated by either party upon thirty (30) days' advance written notice.
1. DCYF shall provide written notice on or before April 15 of each school year to the superintendent of the District of any foreseeable residential school closure, reduction in the number of residents, or any other cause for a reduction in the District's staff for the next school year. In the event that DCYF fails to provide notice as prescribed by section 28A190.060, DCYF shall be liable and responsible for payment of the salary and employment related costs for the next school year of each District employee whose contract the District would have non-renewed but for the failure of the department to provide notice.
 2. Both parties shall comply with the provisions of 12.40.570 RCW (Sexual misconduct by state employees, contractors) which states that when DCYF Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a contractor and an offender has occurred, the Secretary shall require the employee of a contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.
 3. In addition, the DCYF Secretary shall disqualify any person from working under this contract, and the District shall not assign any employee to work pursuant to this contract if that person has access to any offender.
 - a. Is found to be the department based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with an offender, or
 - b. Was convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender.

Both parties reserve the right to terminate this agreement in whole or in part without thirty (30) days' written notice in the event expected or actual funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of the agreement and prior to normal completion thereof.

By signing below, the District and the Agency affirm that this agreement has been approved by the governing board of their respective organizations.


DCYF WOODINVILLE COMMUNITY FACILITY



Jeremy Ludwig, Community Facility Administrator

Dated: 08/09/2019

NORTHSHORE SCHOOL DISTRICT



Doug Hale, Executive Director of Human Resources

Dated: 8/30/19

DCYF JUVENILE REHABILITATION



Del Hontanosas, Grants & Contracts Manager

Dated: 8/26/19