

# **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, 2014, 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 2014/15 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 December 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 Highly Qualified requirements;
- I. Contract or subcontract with other entities to provide needed services to operate this Program including but not limited to GED preparation and testing, 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 Public Law 108-446 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;
  2. comply with all provisions as requested by Chapter 28A.155 RCW, Chapter 392-171 WAC, and Public Law 108-446 (IDEA); and,
  3. incorporate Chapter 392-171 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, 2014, through August 31, 2015, 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, 2015, for the 2015/16 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, 2015, for the 2015/16 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.

ABCook 4/9/14  
Superintendent Date  
Lake Stevens School District  
Snohomish County, Washington

JW Jenkins 5/13/14  
Superintendent Date  
Northwest Educational Service District 189  
Skagit County, Washington

S Woods  
S. Woods, NWESD SP&S Assistant Director

S Cutshall 5-14-14  
S. Cutshall, NWESD SP&S Director



**BOARD OF DIRECTORS' REGULAR MEETING**  
**April 9, 2014**

**Board Members:** John Boerger, President  
David Iseminger  
Paul Lund  
Kevin Plemel  
Mari Taylor  
Amy Beth Cook, Superintendent/Board Secretary

The Lake Stevens School District Board of Directors met in a Regular Session in the Community Room. President Boerger called the meeting to order at 6:30 pm.

**ROLL CALL**

Director Plemel was not able to attend the meeting.

**AGENDA**

Director Lund made a motion to approve the agenda for this meeting. The motion was seconded by Director Iseminger and unanimously approved.

**MINUTES**

Director Iseminger made a motion to approve the March 26, 2014 minutes. The motion was seconded by Director Lund and unanimously approved.

**RECOGNITION OF STUDENTS, STAFF, AND COMMUNITY MEMBERS**

Principal Mike Weatherbie and Associate Principal Jamie Sinning introduced the Lake Stevens Middle School Students of the Month for March: Clara Langerveld, Kashan Hussain, Bonnie Condit, and Andrew Flagler.

Principal Brad Abels and Associate Principal Lisa Sanchez introduced the North Lake Middle School Students of the Month for March: Jessica Stafford, Jacob Vincent, Addie Johnston, and Walsh Quigley.

**BOARD OF DIRECTORS' MEETING  
LAKE STEVENS SCHOOL DISTRICT**

**April 9, 2014**

**Page Two**

Principal Mike Snow and Associate Principal Tonya Grinde introduced the Cavelero Mid High School Students of the Month for March: Kylie Durst, Kaitlyn Griffith, and Hunter Poppawa. Nicholas Roberts and Jaime Coria were not able to attend the meeting.

Principal Eric Cahan and Associate Principal Leslie Ivelia introduced the Lake Stevens High School Students of the Month for March: Glory Yepassis-Zembrou, Jason Cho, Tania Cota Quintero, Melissa Magruder, and Rylan Huot. Ivan Popach was not able to attend the meeting.

The March APPLE Award recipients, Jennifer Allen, Phil Biggs, Melanie Hodapp, and Guin Reeves, were introduced by Assistant Superintendent Ken Collins.

Superintendent Cook announced that Mr. Phil Biggs received the Technology Educator of the Year Award from the Northwest Council for Computer Education (NCCE). Dr. Cook was present at the NCCE Conference when Mr. Biggs received his award and mentioned several individuals there had commented on how lucky our district is to have him as its TOSA. Executive Director of Facilities and Technology Services Robb Stanton listed the technology expertise that Mr. Biggs has brought to the district, his accomplishments, and the areas he oversees. Mr. Biggs stated it was humbling to be recognized. He was very complimentary of the qualities of the Lake Stevens staff, administrators, and Board.

President Boerger stated the board members love the meetings where students are recognized and that the students never cease to amaze them. He commented this is just a glimpse of a day in Lake Stevens and he is honored to be a board member and representative of the community. President Boerger thanked the students and staff for their hard work hard and making the district what it is--Lake Stevens is a great place to live and learn. President Boerger invited the students and their families to stay for the second half of the meeting.

A break was taken from 7:31 to 7:42 pm.

**REPORTS OF SCHOOL BUILDINGS AND PROGRAMS**

Principal John Balmer introduced two fifth grade teachers from Glenwood Elementary School, Beth Obieglo and Kymm Faubus, who provided a report on their math action plan and results.



**BOARD OF DIRECTORS' MEETING  
LAKE STEVENS SCHOOL DISTRICT**

**April 9, 2014**

**Page Three**

The teachers shared their first steps in creating a Math SMART Goal and a strand they wanted to focus on using the HomeRoom Premium application. Once a goal was developed, they created an action plan and assessments for learning outcomes that could be supported at home. A spreadsheet was created showing growth. Areas where students needed assistance were easily identified as well and tests could be created for intervention. The teachers looked at pre and post data. An example of the spreadsheet was shown along with a spreadsheet for an individual student exceeding the SMART goal. The teachers will be making changes to the spreadsheet to make it more effective for the next goal area. In response to a question in feedback to the students posed by Director Taylor, it was noted students have access to a self-check sheet. Director Lund stated he is very impressed with this new method of goal setting techniques, Superintendent Cook thanked the teachers for their work on a daily basis and thanked their principal for introducing the SMART Goal system to the school.

Principal Brad Abels was pleased to report the number of semester awards for North Lake Middle School. He is impressed and proud of the work of the 335 Honor Roll students, 18 Proactive Award students, and 50 Principal Award (achieved 4.0) students. Mr. Abels mentioned that today was the first day of the testing pilot and it went smoothly. He thanked the Technology and Assessment Department staff members for their assistance and stated this process will save a huge amount of time by not using the books. Mr. Abels was very proud to publicly share North Lake's response to the Oso disaster and he said Associate Principal Lisa Sanchez would be providing the information in her report. Students were able to purchase a wristband for \$2.00 that would allow them to wear a hat on the 11<sup>th</sup>, showing support for the community. The funds raised will be given to Cascade Valley Hospital. Mrs. Sanchez noted the students raised \$1,014 in three days and they are excited to help; they did not just buy a wristband but donated more to the cause. Mrs. Sanchez reported that 22 students and three adults attended the "We Day" in Seattle on March 21 and she listed the motivational speakers and process for being accepted to attend. On March 27 students went to the "Students of Color" program in Everett and Mrs. Sanchez commented on the opportunities for students and the breakout sessions. She also mentioned the fifth grade students will be visiting North Lake soon. Superintendent Cook thanked the administrators for their exceptional model and passion for community service.

### **COMMUNITY COMMENTS**

President Boerger called for community comments. Hearing no comments from the audience, he closed this portion of the meeting.

### **DECISION ITEMS**

#### **Consent Agenda:**

Director Iseminger made a motion to approve the "Consent Agenda" items:

1. Check Nos. 209322 to 209323 - \$27,033.58 (E:55/14); 209324 to 209551 - \$555,972.76 (E:56/14);
2. the March 2014 payroll, Warrants Nos. 209158 to 209321 - \$5,519,821.78 (E:57/14)
3. surplus a school bus (E:58/14); and a donation in the amount of \$900.00 from the Purple and Gold Club (E:59/14).

The motion was seconded by Director Taylor. President Boerger extended a big thank you to the Purple and Gold Club for its generous donation. The motion passed unanimously.

Director Taylor made a motion to approve the updated Interlocal Agreement with the Northwest Educational Service District #189 for the Snohomish County Detention Center Education Program (E:60/14). The motion was seconded by Director Lund. Dr. Cook mentioned the ESD took over the program last year and this is an amended agreement. Director Iseminger thanked Dr. Cook for pointing out in her report that the cost is reasonable and affordable. The motion passed unanimously.

### **INFORMATION ITEMS**

Assistant Superintendent Teresa Main presented the preliminary 2014-15 enrollment and staffing projections. Mrs. Main stated she is always conservative with the enrollment projections, which drive the state funding. Kindergarten is the hardest to project. A roll-up model is used for grades one through eight and a five-year cohort model for grades nine through twelve. The District is 108 FTE higher today than it was at the end of last year, a 1.4% increase. The Board received a copy of the District's projected number of students by grade level and by school and an explanation of where the growth may occur.

Mrs. Main complimented the high school for its stabilization of enrollment over the last couple of years, as previously the enrollment declined in the spring. Director Iseminger said he appreciates the conservative approach; it is the right way to do things and why we are in the situation we are in. Mrs. Main presented the preliminary staffing. She noted the Superintendent's directive was to target lower class sizes. Three FTE will be added at the elementary level and one at the secondary level. She noted where staffing adjustments will need to be made. Director Taylor commented that she appreciates the thoughtful and intentional approach to adding back budget items. When it was necessary to make cuts, the same thoughtful and intentional approach was used. Mrs. Main pointed out that the information she shared with the Board this evening is only basic education staffing and that the school administrators are grateful to have additional FTE. This topic will be discussed in greater detail at the Board's Special Meeting on April 18. Superintendent Cook thanked Assistant Superintendent Ken Collins for his work on the staffing piece and Mrs. Main for her presentation.

Executive Director of Facilities and Technology Services Robb Stanton presented a detailed report on the development and population projections for Lake Stevens. During the last six years over 2,000 homes were built, which affected the enrollment of all schools. Mr. Stanton provided information on new homes, inactive and active permits, current construction, and a growth model comparison. He covered school capacities based on the Office of the Superintendent of Public Instruction's calculations, which are based on square feet and headcount; the number of overhoused/unhoused students; and the capacity with portables. A projected 2019 chart was also provided showing the capacity at each grade level over time. Mr. Stanton reported that he is working on the District's Capital Facilities Plan and the cities of Lake Stevens and Marysville would be updating their plans. Snohomish County has developed an Urban Growth Area (UGA) definition. Mr. Stanton provided a detailed map of the city of Lake Stevens' boundaries, the Lake Stevens School District boundaries, and zoning for the UGA. He pointed out where most of the target commercial development and residential development will take place. Mr. Stanton emphasized that portables are a temporary solution for overcrowding and a discussion followed regarding future building needs. Superintendent Cook stated the next step would be to form a Facilities Committee to determine short-term and long-term recommendations. She stressed this task is important to have community involvement.

**BOARD COMMENTS**

Director Lund thanked Mr. Stanton for his intriguing growth report and Mrs. Main for making the budget process easy to understand. He thanked Mr. Abels and Mrs. Sanchez for sharing North Lake's outpouring of community support and stated they are great leaders. Director Lund thanked the Glenwood teachers and said he appreciates their work. Director Lund stated it was a delightful night and they heard a lot of "firsts" during the students' comments and he listed a few. Director Lund thanked everyone for their work every day and noted it is a great gift to be part of their lives.

Director Iseminger congratulated the students, staff members, and Phil Biggs on their recognition. He noted Mr. Biggs hasn't been with the district that long but he has technology "firing on all digits." Director Iseminger thanked the Glenwood teachers for their presentation. He is pleased that the teachers have more tools to enable them to be more effective. Director Iseminger thanked the administrators for their reports. He noted the District would do what is best and the right thing in response to the expected enrollment growth.

Director Taylor said it was a fun night and the kind of night where she wouldn't be able to sleep. She was touched by the number of students who have overcome their challenges and were willing to speak openly about them and their lifelong impact. Director Taylor attended the National School Boards' Association Annual Conference where she heard a lot of good things and she is pleased our district is on the leading edge. Director Taylor stressed her desire for districts to be concerned about the limited conversations regarding the Brown versus the Board of Education anniversary, which is only a month away. She noted it is worth acknowledging the lives that were affected during the segregation of school and the women's rights movement. She would love to hear stories from individuals who grew up in this period. Director Taylor will present a resolution for consideration at the Board's meeting in May.

President Boerger congratulated the students, staff, and Mr. Biggs. He commented the students continue to raise the bar, he appreciated Rylan's sense of humor, and it was nice that Director Taylor's daughter was recognized by her students during their comments.

President Boerger told Mr. Balmer the work at Glenwood is more than he could have hoped for and he loved the presentation--it is good work that can be carried to other buildings. President Boerger thanked Mr. Abels for participating in the pilot. He mentioned he also wanted to attend "We Day" and he was pleased the students were able to participate. President Boerger commented on the initiative to reduce class size by 2019, 17 in kindergarten through grade three and 25 in grades four and five. The financial impact would be challenging. President Boerger thanked Mr. Stanton and Mr. Biggs for their work and he congratulated Mr. Biggs on his recognition.

Superintendent Cook added her thanks to Executive Director of Special Services Miriam Tencate for her outstanding work.

**ADJOURN**

At 9:08 President Boerger, with no objection from the directors, adjourned the Regular Session.



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President



\_\_\_\_\_  
Secretary