

**OLYMPIC EDUCATIONAL SERVICE DISTRICT 114
SCHOOL DISTRICTS IN KITSAP COUNTY**

**AGREEMENT FOR SERVICE
KITSAP COUNTY DETENTION CENTER COOPERATIVE EDUCATION PROGRAM**

This agreement is entered into between Olympic Educational Service District 114 (OESD 114) and school districts in Kitsap County, East Jefferson County and North Mason County:

Bainbridge Island School District No. 303	Bremerton School District No. 100-C
Brinnon School District No. 46	Central Kitsap School District No. 401
Chimacum School District No. 49	North Kitsap School District No. 400
North Mason School District No. 403	Port Townsend School District No. 50
Quilcene School District No. 48	South Kitsap School District No. 402

I. Introduction

WHEREAS, RCW 13.04.145 and RCW 28A.190.010 through .060, require that a program of education be provided for common school age persons confined in the detention facilities staffed and maintained by the counties of this state; AND,

WHEREAS, the school districts are authorized to utilize the services of the Educational Service Districts under the subject to RCW 13.04.145; 28A.310.180, and 39.34.030;

A DETENTION CENTER COOPERATIVE EDUCATIONAL PROGRAM is hereby created according to the below described terms and conditions.

II. PURPOSE OF AGREEMENT

The general purpose of the Agreement is the formation of a service to provide educational programs for children and youth confined in the Kitsap County Juvenile Detention Center as authorized by RCW 13.04.145; RCW 28A.310.180; RCW 28A.310.350 and/or other applicable laws.

III. GENERAL PROVISIONS OF THE AGREEMENT

1. The effective date for the beginning of this AGREEMENT shall be from September 1, 2019 through August 31, 2020.
2. This Agreement shall be automatically renewed each year unless notice of termination is given in the manner provided herein.
 - If the Districts wish to terminate the agreement in its entirety, they shall provide notice to OESD 114 prior to or no later than April 1 of any year.
 - If OESD 114 wishes to terminate the agreement in its entirety, OESD 114 shall notify the school districts prior to or no later than April 1 of any year.
3. All educational staff for the Cooperative shall be employed by OESD 114 and shall be subject to the policies and rules and regulations of the Board of Directors of OESD 114.

4. The administration of the Cooperative, including filing such documents and obtaining such approvals as necessary to receive all appropriate state funding is vested in OESD 114 and the policies and procedures adopted by the OESD 114 Board of Directors.
5. All program staff for the Cooperative shall be employed by and situated within the boundaries of OESD 114.
6. OESD 114 will report all students on Form E-672 for the purpose of receiving approval to conduct a Detention Center educational program and concurrent determination of the extent that program costs are approved and funded.
7. Individual districts acknowledge that their entering into this arrangement may effect financial commitments by other parties to this Agreement, and therefore agree they will not terminate this Agreement prior to the end of the program specified in Item #2 without the consent of OESD 114 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. Any party to this Agreement may request that the Superintendent of Public Instruction appoint an arbiter, if necessary, to resolve disputes related to premature termination and all parties agree to accept the findings of such arbitration.
8. OESD 114 shall incur no direct costs as a result of this Agreement. The Districts agree to pay unfunded costs of the program. An estimate of the program's annual total cost, State revenue for the Kitsap County Detention Center and any unfunded costs can be provided by April 1 upon request. The amount of the unfunded cost will be proportionately distributed among the Districts. The proportion is the number of students from the resident Kitsap County district divided by the average student FTE as reported to OSPI on form E-672.

Final settlement will be determined upon the close of all accounts for each school year. Any service or facilities or other costs that are provided directly by the Districts will be taken into account. OESD 114 shall receive indirect costs of 4.7% for administering this program.

Payment to OESD 114 by the Districts shall be in accordance with the following schedule.

- On or before January 31 of the school year: Fifty percent (50%) of any projected annual unfunded costs for the current school year attributable to each district's proportion, based on the estimated shortfall.
- On or before July 31 of the school year: The balance of any projected annual unfunded costs for the current school year attributable to each district's proportion, based on the estimated shortfall.
- On or before October 31 of the following school year: The difference between the actual and projected 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 proportional share of the overpayment will be credited to each District's future Program obligation, unless the District requests a refund.

9. All assets acquired by OESD 114 and placed in service for the program during this Agreement shall remain the property of OESD 114. Any asset acquired by the District or Districts and used in the program will remain the property of the District or Districts unless OESD 114 agrees to have the value of the asset applied to the amount owed to OESD 114 in which case the asset will become the property of OESD 114.
10. Each party to this Agreement acknowledges that RCW 13.04.145 and RCW 28A.190.030 through .060, imposes responsibilities on the Districts and that those responsibilities are not extinguished by delegation, in part or in total, under this Agreement. Hence, OESD 114 agrees that the Districts will be provided sufficient data to enable the Districts to evaluate the extent to which their responsibilities under the law and regulations are satisfied. The responsibilities retained by the individual parties to the Agreement shall include, but not be limited to, the responsibility to assure that their particular eligible students are receiving an educational program as required by RCW 28A.58.772 through .778.
11. Each party agrees to indemnify the others against all liabilities and causes of action arising from its own conduct in carrying out this agreement.
12. OESD 114 shall provide Special Education services at the Detention Center on behalf of the school districts in accordance with the attached procedure (Attachment A). The ultimate legal obligation to provide special education rests with the school districts. Therefore, the school districts will continue to keep the records and, [when needed] or [when called upon], to provide assessments and other ESA services.

IV. ASSIGNMENT/WAIVER/SEVERABILITY

No rights or responsibilities required or authorized by this agreement can be assigned by any party hereto.

No provision of this Agreement, or the right to receive reasonable performance or any act to call for by its terms, shall be deemed waived by a breach thereof as to a participating transaction or occurrence.

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

V. SIGNATURES/APPROVAL

By signing this Agreement, the parties acknowledge that they have read and understood this Agreement, including any supplements or attachments hereto, and do agree thereto to every particular. The parties further agree to this Agreement, together with any appendices, constitutes the entire Agreement between parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement.

Adopted by:
North Kitsap School District

Adopted by:
Olympic Educational Service District 114

Laurynn Evans, Superintendent

Gregory J. Lynch, Superintendent

Date:_____

Date:_____

Jason Rhoads

ESD USE ONLY

APPROVALS:

Initial:

_____ Kristin Schutte, Exec Dir. SSC

_____ Susan Jung Lathrop, Asst. Supt, T&L

_____ Monica Hunsaker, Asst. Supt. Business

_____ Tina Schulz

KITSAP COUNTY JUVENILE DETENTION CENTER SPECIAL EDUCATION PROCESS

The Kitsap County Juvenile Detention Center resides within the South Kitsap School District. However, the educational program at the Detention Center is managed by Olympic Educational Service District (OESD) 114. OESD involvement in the management of the educational program is due to a cooperative agreement with the local school districts. The educational program serves students from school districts within Kitsap County and neighboring counties.

The special education service at this facility will be provided in collaboration with the students' home district, in order to insure the continuity of services for students.

To facilitate the delivery of these services, the following procedures have been outlined:

A. Student not identified as Special Education and:

1. *Enrolled in school at time of arrest:* The student will be screened by Detention School staff as part of intake procedures and if areas of concern arise, such as academic, behavioral and socio-emotional, the school district will be contacted.
2. *Not enrolled in school at time of arrest:* The student will be screened by Detention School staff as part of intake procedures and if areas of concern arise, such as academic, behavioral and socio-emotional, the students' last school district will be contacted for information and the Detention School team will then determine if this student is in need of further evaluation and proceed with the referral process.*

*Through a Memorandum of understanding with OESD, the South Kitsap School District provides special education evaluative services as needed.

B. Student identified as Special Education and:

1. *Enrolled in school at time of arrest - with current IEP:*
If the students' IEP can be followed as written, Detention School will implement the IEP. If the IEP cannot be followed as written, then the IEP team will meet to discuss amending or writing a new IEP.
2. *Enrolled in school at time of arrest - with expired IEP:*
If the student is not in need of reevaluation, the Detention staff will write the IEP following Washington State rules and regulations and implement the IEP. If in need of reevaluation, the Detention staff will initiate the process and works with South Kitsap School District to provide special education evaluative services. If the student is released prior to completing the evaluation process, the student's resident school district will be contacted regarding continuing the reevaluation process.
3. *Not enrolled in school at time of arrest - with expired IEP:*
If the student is not in need of reevaluation, the Detention staff will write the IEP following Washington State rules and regulations and implement the IEP. If in need of reevaluation, the Detention staff will initiate the process and contract with South Kitsap School District for special education evaluation services.

C. Related Services

Through a Memorandum of Understanding with OESD, the South Kitsap School District in consultation with the students' resident school, will provide related services as needed. These services will be provided at the facility by school district personnel.