

INTERAGENCY AGREEMENT BETWEEN
NORTH EAST WA EDUCATIONAL SERVICE DISTRICT 101

And

GRANT COUNTY JUVENILE COURT

This agreement is made by and between the North East Washington Educational Service District 101 (hereinafter referred to as "District"), a political subdivision of the State of Washington, having offices for the transaction of business at 4202 S. Regal, Spokane, Washington, 99223, and Grant COUNTY Juvenile Court (hereinafter referred to as "COURT"), having offices for the transaction of business at 303 Abel Road, Ephrata, WA 98823, and jointly referred to as Parties, for the purpose of providing educational instruction to court involved youth attending the Success Through Academic Connections (SAC) Day Reporting School's Virtual Program.

Pursuant to requests from COURT, the DISTRICT is providing educational service to Grant COUNTY court involved youth pursuant to this agreement between the DISTRICT and the COURT.

NOW, THEREFORE, it is mutually agreed and understood as follows:

I. Administration

A. Program Supervision

The overall managerial responsibility will rest jointly with the COURT and DISTRICT. Internal program policies will be decided in consultation with the supervisory personnel from the involved agencies.

By agreement of the Superintendent of the DISTRICT or his/her designee (hereinafter referred to as "Superintendent") and the Juvenile Court Administrator of the COURT or his/designee (hereinafter referred to as JCA), qualified personnel will be engaged to properly implement the educational phase of the COURT program. According to the agreement between the Superintendent and the JCA, administrative personnel will be provided to adequately serve their respective functions.

The Superintendent and the JCA shall meet as may be deemed appropriately, for the purposes of evaluation the educational philosophy, the established goals, and the effectiveness of the program. Such qualified personnel as may contribute to planning and/or evaluation will be utilized to the fullest extent possible.

B. Role and Responsibilities

The role of the COURT Juvenile Court Administrator and the DISTRICT Principal is that of jointly implementing the policies of the Superintendent and JCA made within guidelines contained herein or any other policy made by joint action of the involved agencies. The goal of this agreement is to provide a program of instruction which will best meet the needs of the students.

The COURT will be responsible for making court involved youth/student referrals to the SAC Day Reporting School. This will involve an order from Judge or a Probation Order stating the youth will enroll into the SAC Day Reporting School.

The DISTRICT Superintendent is responsible for DISTRICT personnel and their educational responsibilities. Primary responsibility for the educational budget preparation and administration rests with the DISTRICT. The budget shall be processed through established DISTRICT and Office of the Superintendent of Public Instruction procedures.

C. Administrative Responsibilities

It shall be the responsibility of the DISTRICT Superintendent to employ certificated and classified personnel for the SAC School program.

DISTRICT personnel assigned to the SAC School programs shall receive remuneration and benefits consistent with established DISTRICT rates, and as DISTRICT employees, shall comply with the policies adopted by the Board of Directors of the DISTRICT.

The DISTRICT Principal shall be responsible for:

1. Supervision, discipline and evaluation of certificated and classified staff;
2. On-site supervision of the educational program;
3. Development, coordination and monitoring of the school's curriculum;
4. Coordination of activities provided by interns, volunteers and specialists
5. Serving as a liaison to regional and state institutional activities.

Final responsibility for the appropriate implementation and administration of the instructional program remains with the DISTRICT.

D. Personnel Issues

Should emergency problems involving DISTRICT staff arise, the DISTRICT Principal will take appropriate action. In his/her absence, the DISTRICT Assistant Superintendent will notify appropriate DISTRICT administrative personnel.

Should emergency problems arise involving COURT staff working with DISTRICT staff, the COURT JCA shall take appropriate action.

II. PROGRAM OPERATION

A. Instruction

The financing of the instructional program shall be from those funds allocated to the DISTRICT by the Office of the Superintendent of Public Instruction. No other DISTRICT funds shall be required for the program.

The fundamental goal of the Washington's K–12 education system is to prepare every student for postsecondary pathways, careers, and civic engagement and that all students will achieve the same standards, regardless of income level, ethnic background, gender or English proficiency. The DISTRICT Success Through Academic Connections (SAC) School takes this into account when working with the diversity of students served by the school program. The curriculum used at the SAC School has been aligned with the Washington State Learning Goals/objectives and Common Core State Standards. The use of professional development for teachers and administrators is very important in order to become more deeply versed in what SAC students need to know, and skilled in differentiated instruction and in using student assessment results to zero in on needed improvements.

Student records are kept on file. Information pertaining to transcripts, Pre-Post test scores in reading and math, student enrollment, special education records are some of the data maintained by the DISTRICT principal. The state enrollment system (CEDARS) records documented enrollment, gender, race, ethnicity and age of students who attend the detention school. Tracking of student enrollment back into the community (home) school and the reentering back into the juvenile court system (recidivism) is also a part of the data kept on the CEDARS system. This information will assist in program evaluation.

B. Student Support

The COURT may provide technical assistance/guidance for students who may need resources to access the SAC Day Reporting School online.

C. Property

All property purchased by the DISTRICT with DISTRICT funds shall remain the property of the DISTRICT. All property purchased by the COURT with COURT funds shall remain the property of the COURT.

III. MISCELLANEOUS

A. Integration

This agreement contains the entire understanding between the parties and shall not be modified in any manner except in writing executed by both parties.

B. Dispute Resolution

In case of unresolved disputes in areas covered by this agreement, the Superintendent and JCA will meet to resolve the dispute.

C. Mediation

If the dispute has not been resolved after following the aforementioned process, the parties agree to use mediation. The parties agree to select a mutually agreed upon third person who will actively help the parties reach a negotiated settlement. This settlement shall be reduced to writing and shall be signed in a fashion similar to this agreement.

D. Terms of Agreement

This agreement shall be September 1, 2020, through August 31, 2021 and shall be automatically renewed for similar one year periods unless terminated under Section I. "Termination."

E. Waiver

Either party's failure to insist upon strict performance of any covenant or agreement in this agreement, or either party's failure to exercise any right contained in this agreement, shall not constitute a waiver or relinquishment of a party's right to enforce any covenants and agreements in this agreement. In this situation, all of the covenants and agreements in this agreement shall remain in full force and effect.

F. Severability

If any provision of this agreement is determined to be contrary to any present or future law, the remainder of the agreement shall remain in full force and effect.

G. Governing Law

This agreement, drafted and executed in the State of Washington, shall be governed by, and enforced according with, the laws of the State of Washington.

H. Insurance

DISTRICT shall carry for the duration of this contract, public liability and property damage insurance in an amount of not less than \$1,000,000.00 with respect to services provided under this Agreement.

DISTRICT shall also carry, for the duration of this Agreement, professional liability coverage in a minimum amount of \$1,000,000.00 and comprehensive automobile liability coverage in a minimum amount of \$1,000,000.00 for any vehicle used to provide services under this Agreement.

The COURT through the Grant County Risk Manager reserves the sole right to review and approval all insurance carriers and companies providing insurance. All insurance carriers and companies shall be licensed under the laws of the State of Washington. The insurance policies will meet the minimum Best "A-VII" rating standard and provide that they shall not be cancelled, materially changed, or non-renewed without thirty (30) days' prior notice to the County. The DISTRICT shall provide to the COURT or Grant County Risk Manager certificate(s) evidencing such coverage. All certificate(s) must be approved by the Spokane County Risk Management or his/her designee prior to the Contracting Agency providing any services under this agreement.

The DISTRICT shall be responsible for any and all deductibles under any insurance policy.

Additionally, the DISTRICT shall provide evidences that all of its employees are covered by industrial insurance under Title 51 RCW.

FOR SELF INSURED AND THOSE ENTITIES PARTICIPATING IN PUBLIC ENTITY RISK POOLS, PLEASE PROVIDE PROOF OF INSURANCE WITH MINIMUM LIMITS AS IDENTIFIED ABOVE.

I. Indemnification

To the extent that the Constitution and the laws of the State of Washington permit, the COURT shall indemnify and hold the DISTRICT harmless from and against any claims, demands, losses, and liabilities for any and all injuries to persons or property arising from the negligent act or omission of the COUNTY arising out of the Agreement with the DISTRICT, except for such damage, claim or liability resulting from the sole negligent act or omission of the DISTRICT.

To the extent that the Constitution and the laws of the State of Washington permit, the DISTRICT shall indemnify and hold the COURT and Grant County harmless from and against any claims, demands, losses, and liabilities for any and all injuries to persons or property arising from the negligent act or omission of the COURT or Grant County arising out of the Agreement with the DISTRICT, except for such damage, claim or liability resulting from the sole negligent act or omission of the COUNTY.

I. Termination

In the event that funding from State, Federal or other sources is withdrawn, reduced or limited in any way after the effective date of this agreement, and prior to the normal completion of this agreement, the DISTRICT may summarily terminate this agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provision in this agreement. If the level of funding withdrawn, reduced or limited is so great that the DISTRICT deems that the continuation of the programs covered by this agreement is no longer in the best interest of the DISTRICT, the DISTRICT may summarily terminate this agreement. Termination under this Section shall be effective upon actual receipt of written notice by the contracting agency or its representative.

Either party may terminate the agreement without cause by giving written notice by registered mail to the other party 240 days prior to September 1 of any year which date is the date of termination.

K. Counterparts

This agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

L. Notices

All notices or other communications given hereunder shall be deemed given on: (I) the day such notices or other communications are received when sent by personal delivery; or (II) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COURT or DISTRICT at the address set forth hereinabove for such Party, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party.

M. Headings

The Section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the Sections to which they pertain.

N. Non-Discrimination

The PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veteran status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any of the responsibilities of earth Party under the terms of this agreement.

O. Modification

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

P. No Third Party Beneficiaries

Nothing in the Agreement is intended to give, whether directly or indirectly, any benefit or right greater than enjoyed by the general public, to third persons.

Q. Survival

Without being exclusive, Section I of this Agreement shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

Dated this 18 day of December, 2020

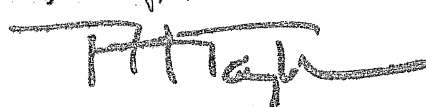


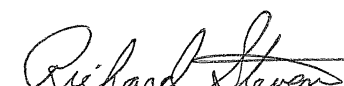
Juvenile Court Administrator
Grant COUNTY Juvenile Court

Superintendent
NE WA Educational Service DISTRICT 101

BOARD OF COUNTY
COMMISSIONERS
GRANT COUNTY, WASHINGTON

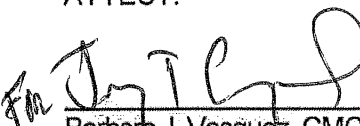

Cindy Carter, Chair


Tom Taylor, Vice-Chair


Richard Stevens, Member

12/22/20

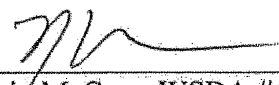
ATTEST:


Barbara J. Vasquez, CMC
Clerk of the Board

[IF APPLICABLE:]

Approved as to form:

Date 12/16/, 2020


Kevin McCrae, WSBA #43087
Chief Civil Deputy Prosecuting Attorney