

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

RESOLUTION NO. 2014- 066

**A RESOLUTION AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT
BETWEEN KITTITAS COUNTY CORRECTIONS CENTER & ELLENSBURG SCHOOL
DISTRICT #401**

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, Second Substitute Senate Bill 6702, enacted by the 2010 Regular Session of the Washington State Legislature, added a new chapter to Title 28A of the Revised Code of Washington (RCW); and


WHEREAS, this new Chapter to Title 28A RCW addresses provisions for making a program of education available to individuals who are under the age of 18 and incarcerated in adult jail facilities; and

WHEREAS, Title 28A RCW requires school districts to work with County adult jail facilities within their respective boundaries to set-up educational services and to contract what the duties, authority and responsibilities will be for the adult jail and the school district.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED, That the Interlocal Agreement between Kittitas County and Ellensburg School District #401 that is attached to this Resolution, be established for both agencies to work together to make the most positive impact on youth who are under the jurisdiction of the Kittitas County Corrections Center.

ADOPTED this 15th day of April 2014.

**BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON**



Paul Jewell, Chairman



Gary Berndt, Vice-Chairman

absent


Obie O'Brien, Commissioner





Julie A. Kjorsvik

APPROVED AS TO FORM:



Margie D. Alumbaugh,
Deputy Prosecuting Attorney
WSBA #44091

Interagency Agreement

INTERAGENCY AGREEMENT
between
KITTITAS COUNTY CORRECTIONS CENTER
and
ELLENSBURG SCHOOL DISTRICT #401

This is an Agreement authorized by the Interlocal Cooperation Act, Revised Code of Washington Chapter 39.34, by and between Kittitas County, a political subdivision of the State of Washington, through the Kittitas County Corrections Center, hereinafter referred to as "KCCC", and Ellensburg School District #401, a public school as defined in Title 28A RCW and a political subdivision of the State of Washington, hereinafter referred to as "School." Both entities may be referred to in this Agreement collectively as "Parties" or individually as "Party".

WHEREAS, Second Substitute Senate Bill 6702, enacted by the 2010 Regular Session of the Washington State Legislature, added a new chapter to Title 28A of the Revised Code of Washington (RCW); and

WHEREAS, this new Chapter to Title 28A RCW addresses provisions for making a program of education available to individuals who are under the age of 18 and incarcerated in adult jail facilities; and

WHEREAS, Title 28A RCW requires school districts to work with County adult jail facilities within their respective boundaries to set-up educational services and to contract what the duties, authority and responsibilities will be for the adult jail and the school district; and

WHEREAS, the Parties have submitted an Instructional Service Plan to the Office of Superintendent of Public Instruction as required by Title 28A RCW that is also attached and by this reference, incorporated into this agreement.

NOW THEREFORE, the Parties agree as follows:

PHILOSOPHY OF AGREEMENT

The philosophy of this agreement is that both agencies will work as a team to optimize their resources pursuant to RCWs 28A.194.005 through 28A.194.080, in order to make the most positive impact on youth who are under the jurisdiction of the Kittitas County Corrections Center. This effort will be made during the juvenile's stay at the Corrections Center.

PURPOSE OF AGREEMENT

The purpose of the Agreement is to describe the responsibilities of the School and KCCC relative to the education program.

The **School** will administer the education program pursuant to RCWs 28A.194.030 and 28A.194.060 by:

1. Complying with all security restrictions and requirements specified by KCCC,
2. Selecting educational staff who shall be subject to security clearance by KCCC,
3. Supervising and evaluating all educational staff,
4. Providing all necessary school supplies,
5. Providing all necessary instructional equipment except for the basic classroom furniture (RCW 13.04.145) which is used by KCCC beyond the school day (at the School's discretion and with the agreement of KCCC, the School may purchase additional classroom furniture to enhance educational program),
6. Operating the school program for the funded period,
7. Operating the school program in compliance with all relevant educational regulations and policies,
8. Establishing the program content,
9. Budgeting and managing all School revenues (inclusive of applications and contracts) and expenditures, related to education programs operated in KCCC,
10. Providing information to appropriate entities such as program monitors and OSPI, as needed.

KCCC will support the education program pursuant to RCWs 28A.194.050 and 28A.194.060 by:

1. Providing class space,
2. Providing basic classroom furniture,
3. Providing facility maintenance assistance and janitorial services,
4. Making youth available for a minimum of 5 hours of educational instruction between the hours of 7am and 3pm,
5. Determining who is eligible to participate in school or needs to receive instructional materials in their cells as may be established by health, safety, and/or security restrictions,
6. Providing youth to the classroom at the start of class,
7. Removing youth from class at the request of the educational staff,
8. Providing information to the educational staff relevant to their safety,
9. Providing as much information as possible relative to how long individual youth will be participating in the school program,
10. Providing such other material and/or support services as may be required by statute,
11. Conducting security clearance checks on the School-selected educational staff that will be providing instruction per this Agreement.

RESOLUTION OF ISSUES

Should concerns develop, the **KCCC Commander and Alternative Learning Principal** will work to solve the problem. In the event they are not able to solve the problem, it will be referred to the School Superintendent or his/her designee. In the event that no resolution is achieved at this level, the agencies' authoritative heads or designees will jointly select a third party to act as mediator in an attempt to resolve the dispute. If this does not resolve the dispute, both parties may exercise their available legal rights and remedies.

REVIEW AND AFFIRMATION OF AGREEMENT

The Superintendent or his/her designee and the KCCC Commander shall review the contents of the Agreement and the Instructional Service Plan each year, or more frequently should it appear desirable, and shall make such changes as may be deemed necessary.

SEVERABILITY

If any provision of this Agreement contravenes any state or federal statute or regulation, the statute or regulation shall control. If any item or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect the terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are severable.

INTEGRATION

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

TERMS OF THE AGREEMENT

This agreement shall be effective on April 1, 2014 and will remain in effect until modified or terminated.

TERMINATION OF AGREEMENT

Because some of ESD #401 employees are certificated staff and under contract, ESD #401 needs to be notified in writing by April 15th of any year if KCCC elects to terminate this agreement. The termination will be effective at the end of the funded school program year (August). All supplies, equipment, staff and records will be removed by the 30th day after the end of the school program year, unless other agreed upon arrangements have been made. If ESD #401 elects to terminate this agreement, it will provide notice to KCCC by April 15th. The termination date and removal conditions are the same as above.

PROPERTY

All property purchased or provided by KCCC or the School shall be and remain the property of the Party which purchased or provided it.

ADMINISTRATOR

Pursuant to RCW 39.34.030(4)(a), the administrators for this Agreement are:

KCCC: Commander Paula Hocter, 205 W 5th Ave Suite 1/Jail Ellensburg, WA. 98926
509 962-7617

School: Alternative Learning Principal Arlen Parker, 1203 E Capitol Ave Ellensburg, WA.
98926

509 925-8308

INDEPENDENT CONTRACTOR

In providing services under this Agreement, the School is an independent contractor and neither it nor its officers, employees and agents are employees of KCCC for any purpose, including responsibility of any federal or state tax or Social Security liability. Neither shall the provisions of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of Kittitas County under any applicable law, rule or regulation.

FILING

This agreement shall be posted on the Kittitas County's public website pursuant to RCW 39.34.040.

INDEMNIFICATION

KCCC shall indemnify and hold harmless the School and its officers, agents, and employees, or any of them from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of KCCC, its officers, agents, and employees in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the School or the School and KCCC, KCCC shall defend the same at its sole cost and expense; and if final judgment be rendered against the School and its officers, agents and employees or jointly against the School and KCCC and their respective officers, agents, and employees, KCCC shall satisfy the same; however, in the event that the final judgment contains any award for injury, damage or loss of any kind caused by the intentional act(s) or the sole negligence of the School, its officers, agents, and employees or any of them, the School shall pay that portion of the judgment.

The School shall indemnify and hold harmless KCCC and its officers, agents, and employees, or any of them from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the School, its officers, agents, and employees in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against KCCC or KCCC and the School, the School shall defend the same at its sole cost and expense; and if final judgment be rendered against KCCC and its officers, agents and employees or jointly against the School and KCCC and their respective officers, agents, and employees, the School shall satisfy the same; however, in the event that the final judgment contains any award for injury, damage or loss of any kind caused by the intentional act(s) or the sole negligence of KCCC, its officers, agents, and employees or any of them, KCCC shall pay that portion of the judgment.

Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses, or damages that arise or are brought against that Party relating to or pertaining to services provided under this Agreement.

KCCC's and the School's indemnification in this section shall survive this Agreement.

GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Kittitas County Superior Court.

HEADINGS

The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

ACCESS TO RECORDS CLAUSE

The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of six years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the Parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

SUSPENSION AND DEBARMENT FROM FEDERAL PROCUREMENT PROGRAMS

The School certifies that persons responsible for this agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this program or any federal department or agency.

WAIVER

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

NON-DISCRIMINATION

KCCC and the School are equal opportunity employers. KCCC and the School shall comply with all applicable non-discrimination laws or requirements.

ENTIRE AGREEMENT

This Agreement represents the entire integrated Agreement between Kittitas and Ellensburg School District #401 and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

Dated this _____ day of _____, 2014.

Ellensburg School District #401

Kittitas County Board of County Commissioners

Date: 4/30/

Date: April 15, 2014

By: *Paul Farris*
Paul Farris, Superintendent

By: *Paul Jewell*
Paul Jewell, Chair

Gary Berndt
Gary Berndt, Vice-Chair

absent
Obie O'Brien, Commissioner

ATTEST:



ATTEST:
Julie Kjørsvik
Julie Kjørsvik, Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Margre Alumbaugh
Margre Alumbaugh,
Deputy Prosecuting Attorney
Civil Division

Garrett
Kittitas County Sheriff

Instructional Service Plan For Ellensburg School District and Kittitas County Corrections Center

Submitted by the Ellensburg School District and the Kittitas County Corrections Center

Staff from the Ellensburg School District and the Kittitas County Corrections Center (KCCC) met on September 20, 2010 to create this Instructional Service Plan regarding making available educational services to juveniles under the age of 18 incarcerated in KCCC residing within the respective school district boundaries.

It has been determined by KCCC, that approximately **2** juveniles under the age of 18 years will be incarcerated in the adult jail between September 30, 2013, and September 30, 2014. The location where the juveniles will receive educational services is or is not set forth in jail policy. (Check one)

If it is set forth in policy, attach a copy of the current signed and dated policy to this document.

The following plan will be put into place, making a program of educational services available during the 2013-2014 school year, when and if an individual under the age of 18 is incarcerated in the adult jail:

1. KCCC Commander will notify the school district Alternative Learning Principal within five (5) school days each time an eligible youth has been incarcerated in the adult jail.
2. The adult jail and school district will negotiate and execute a written contract for each school year, or such longer period as may be agreed to, that delineates the manner in which their respective duties and authority will be cooperatively performed and exercised, including disputes and grievance resolutions.
3. Incarcerated juveniles under the age of 18 will be offered a program of education for 220 school days per year when eligible youth are incarcerated in the adult jail.
4. One of the following methods of educational services will be used (Check one):
 - a. Institution Education in a classroom setting with multiple youth (per WAC 392-122-200)
 - b. Alternative Learning Experience (per WAC 392-122-228)
5. Attach a written narrative description outlining:
 - a. The plan as to where and how educational services will be made available to individuals under the age of 18 in the event they are incarcerated in the adult jail facility. (The plan must meet the accountability requirements of RCW 28A.194 and address the model which will be used to deliver the educational services.)
 - b. Language whereby the adult jail facility, as required, will notify OSPI as soon as practicable upon the closure of any adult jail facility or on the adoption of a policy that no juvenile shall be held in the adult jail facility.
 - c. Name of the educational program provider or if it will be contracted (and with whom).
 - d. How curricula delivery and instructional methods will align with applicable requirements of state and federal law.

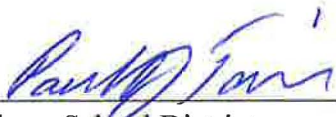
- e. Brief description of supplies, equipment, and instructional material to be purchased or provided for the program.
- f. Outline staffing sufficient to conduct the education program (subject to security clearance of the adult jail facility).
- g. The arrangement between the adult jail and the school district whereby the adult jail will notify the school district within five school days when a juvenile is incarcerated in the adult jail.
- h. Plan of how a program of educational services will be made within five school days of receiving notification from the adult jail facility.
- i. Description of where the educational services will be made available in the adult jail, when, and for how long.
- j. Whether or not juveniles who turn 18 years of age while being served by the educational program will be allowed to continue services.
- k. The contact persons (name, title and contact information) for the school district and the adult jail facility.

Resources

Professional development opportunities are available through OSPI for districts providing educational program services to incarcerated juveniles. These opportunities are in the form of Institution Education Administrator meetings, held quarterly during the year. Staff meet to discuss the current education laws, regulations, news, and to learn about upcoming changes in the world of incarcerated juveniles. In addition, there is an annual statewide conference for those in the field of education for incarcerated youth. <http://www.k12.wa.us/InstitutionalEd/default.aspx>

School districts providing educational programs to multiple youth incarcerated in adult jails can apply through OSPI for Federal Title 1 Neglected-Delinquent funds to provide transition services to the juveniles. In order to be qualified, the district must report the number of youth incarcerated in the month of October each year. (Further information can be found at: www.neglected-delinquent.org)

School district and adult jail representatives signing below have attached formal policies (if available) and have attached a written narrative Instructional Service Plan as required.



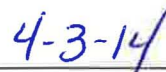
Ellensburg School District
Superintendent



Printed Name



Kittitas County Corrections Center
Commander



Printed Name

Instructional Service Plan – Written Narrative

Juveniles that become incarcerated at the Kittitas County Corrections Center (KCCC) will have access to educational services through a partnership with the Ellensburg School District and KCCC. These juveniles will be served using the Alternative Learning model, delivered through a combination onsite instruction and self-study requirements for the student.

This service plan will be in place until A) KCCC adopts a policy that no juvenile shall be held in the adult jail facility, or B) Kittitas County opens a juvenile jail facility with educational services attached. If KCCC adopts a policy where they will no longer hold a juvenile, KCCC will notify OSPI within 30 days of that policy adoption.

Ellensburg School District will be the educational provider for this program.

Curricula delivery will be a combination of onsite instruction and self-study. The district will provide one (1) instructor to serve incarcerated juveniles. The onsite instruction will occur at a minimum of 2 hours per week. Self-study will be required of the student, and the school district will utilize learning packets to assist the student in progressing through their coursework.

Writing utensils, paper, textbooks, and any other learning resources will be provided by the Ellensburg School District. Desk furniture and a meeting space will be provided by KCCC.

KCCC will notify the Ellensburg School District within five (5) school days when a juvenile is incarcerated. This notification will be from the KCCC Commander to the Alternative Learning Principal. From the time of notification, the Ellensburg School District will have five (5) school days to formulate an educational plan for the incarcerated juvenile. Educational services will be made available inside the Corrections Center at a time and place mutually agreed upon by KCCC and the School District. Once a juvenile turns 18, they will no longer be allowed to continue to receive services by the Ellensburg School District.

Alternative Learning Principal:

Arlen Parker
aparker@eburg.wednet.edu
509-925-8273

Kittitas County Corrections Center Commander:

Paula Hocter
paula.hocter@co.kittitas.wa.us
509-899-5579