

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 September 30, 2010 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 Hctor, 205 W 5th Ave Suite 1/Jail Ellensburg, WA. 98926
509 962-7617

School: Alternative Learning Principal Neil Musser, 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

KCCC 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 7th day of Dec., 2010.

Ellensburg School District #401

Kittitas County Board of County Commissioners

Date: 12/21/10

Date: 12/07/10

By: Paul Farris
Paul Farris, Superintendent

By: Mark McClain
Mark McClain, Chair

Paul Jewell
Paul Jewell, Vice-Chair

Alan Crankovich
Alan Crankovich, Commissioner

ATTEST:



Julie Kjorsvik
Julie Kjorsvik, Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Stephanie Happold 11/16/10
Stephanie Happold, WSBA# 38112
Civil DPA

Paul Heck
Kittitas County Corrections Center
Commander