

**INTERLOCAL AGREEMENT
BETWEEN
SKAGIT/ISLANDS HEAD START OF
SKAGIT VALLEY COLLEGE
AND
THE CONCRETE SCHOOL DISTRICT**

1. PARTIES TO THE AGREEMENT

This Interlocal Agreement is made and entered into by and between Skagit Valley College's Skagit/Islands Head Start, hereinafter referred to as "Head Start", and the Concrete School District, hereinafter referred to as "District", pursuant to the authority granted by Chapter 39.34 RCW.

2. PURPOSE

The purpose of this Agreement is to provide comprehensive, developmentally-appropriate services to meet the unique needs of preschool children and their families in a positive environment through the use of the home, school and community. Both parties agree to collaborate in the provision of early intervention services three to five (3-5) year old children who reside in the District. This agreement addresses the operation of a program providing preschool services to 17 Head Start children

3. PERIOD OF PERFORMANCE

This Agreement shall become effective on September 1, 2022 and will expire on August 31, 2023, unless terminated sooner or extended as provided herein.

4. SCOPE OF WORK

The District shall furnish the necessary personnel, equipment, material, and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth herein, attached hereto and incorporated herein.

Therefore, it is mutually agreed that both parties will perform the following:

1. The District and Head Start will conduct Child Find throughout the school year. Head Start will conduct developmental screening on all children enrolled in the Concrete Center and will make referrals to the District for those children suspected of having special needs. The District will follow-up on referrals according to practices established by the District regarding identification, placement, and delivery of services to children with special needs.

2. One Head Start class, providing services for a total of up to seventeen (17) Head Start children will be provided in the Concrete Early Learning Center. Each class will meet for 5 ½ hours per day, five days per week. Starting and ending times will be mutually agreed upon by the parties to support separate transportation agreements.
3. Hold collaborative transition meetings to include the District, Head Start, and the parent(s) any time a child changes placement (into/out of Head Start or Special Services).
4. Share opportunities for a variety of trainings provided by the District and/or Head Start.
5. Inform the other party should any safety concerns arise, including but not limited to: restraining orders impacting enrolled children and threats that lead or may lead to lockdown or closure of the center or school.
6. Evaluate this agreement in the spring of 2023 to make recommendations regarding the continuation of the program for the 2023-2024 school year.

The District agrees to provide the following:

1. Participation in any individual team meetings needed to strategize planning for individual children on IEP's or with challenging behaviors
2. Inclusion of the Head Start teacher as a member of the IEP team when Head Start children are involved.
3. Special education, speech/language and occupational therapy instructional assistance in the classroom setting to children enrolled in Head Start on an IEP or other service delivery options as agreed upon by the Head Start Center Manager, District Special Education Director and the child's parent(s).
4. A District modular building for the Head Start program together with normal routine maintenance of that building. Damage or repairs beyond normal wear and tear to the District modular building will be the responsibility of Head Start.
5. All utility costs associated with the District modular building.
6. Transportation for Head Start children in accordance with the Transportation Agreement.
7. Space on School District property for the placement of the Head Start modular building through the 2022-2023 school year.
8. Use of the playground area that meets Federal and State guidelines and the mowing of all outdoor space.

Head Start agrees to provide the following:

1. A Center Manager who will oversee the implementation of all center activities, including both the preschool planning and supervision of a home-based Early Head Start provider located at the Concrete center, in compliance with Head Start Performance Standards, Policies and Procedures. The Center Manager will act as the on-location liaison as needed.
2. Funds for a Bus Monitor for the Head Start children transported on District busses in accordance with the Transportation Agreement.
3. Liability and accident insurance for children enrolled in Head Start.
4. Age-appropriate equipment and educational supplies.

5. Participation in the development and implementation of IEP's of Special Education-identified students.
6. Use of the Head Start-owned modular building for District programs, including normal maintenance of the building. Damage or repairs beyond normal wear and tear to the Head Start-owned building will be the responsibility of the District.
7. Janitorial maintenance service one time per year for floor waxing and carpet shampooing of the current occupied building.

5. COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will be as noted above (\$0.00). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount

6. MANAGEMENT

The Program Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for Head Start is: Mary Ellen Lykins, Director, Skagit/Islands Head Start, 2405 East College Way, Mount Vernon, WA 98273. Phone (360) 416-2575, Email: Maryellen.Lykins@skagit.edu.

The Program Manager for the District is Wayne Barrett, Superintendent, Concrete School District, 45389 Airport Way, Concrete, WA 98237. Phone (360) 853-8141, Email: wbarrett@concrete.k12.wa.us.

7. DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

8. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

9. GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Skagit County.

10. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement
- Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

12. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable

opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

13. RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

14. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, Skagit Valley College. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

15. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

16. SUBCONTRACTORS

The District agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract.

17. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

18. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

19. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

20. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their below signatures.

Concrete School District


SIGNATURE

Superintendent 09/29/22
TITLE DATE

Skagit Valley College

Eduardo Jaramillo
Eduardo Jaramillo (Aug 31, 2022 15:12 PDT)
SIGNATURE

VP of Administrative Services Aug 31, 2022
TITLE DATE

APPROVED AS TO FORM:

Signature on file
Assistant Attorney General