

**Olympic Educational Service District 114  
105 National Avenue  
Bremerton, WA 98312**

**2022-2023 Cooperative Services Agreement**

**THIS AGREEMENT** is made and entered into by and between the Olympic Educational Service District 114, hereinafter referred to as "OESD 114," and Chimacum School District hereinafter referred to as the "District."

WHERE AS, OESD 114 as authorized by RCW 28A.310.200 (7) provides cooperative services to school districts;

WHERE AS, the District and OESD 114 as authorized by RCW 28A.310.200, RCW 28A.310.020 and RCW 39.34.080 are empowered to enter into agreements for interlocal agreements and cooperative service programs;

WHERE AS, the District desires to enter into a cooperative service agreement with OESD 114 for the purpose of membership in the OESD 114 Cooperative Services agreed to in Appendix A.

IT IS HEREBY AGREED that OESD 114 shall receive funds from the District and shall expend such funds for the purpose of providing the services agreed to in accordance with the terms and conditions set forth in the attached appendices. This contract supersedes any previous contracts for the services outlined in the appendices.

**1. TERM OF AGREEMENT**

This agreement shall be effective from September 1, 2022 to August 31, 2023 and shall be automatically renewed from year to year thereafter with the subsequent fee schedules and service revisions as adopted by the member district superintendents. The District must give written notice of its election to terminate the agreement or change membership status at least one-hundred eighty (180) days prior to August 31, 2023, or at least one hundred eighty (180) days prior to August 31 of any year thereafter, unless the agreement is terminated in accordance with paragraph 6 herein.

**2. MEMBERSHIP IN OESD 114 COOPERATIVE**

The District shall become a member of the Cooperative agreed to in Appendix A effective September 1, 2022.

**3. COOPERATIVE SERVICES**

During the term of this agreement, the OESD 114 agrees to provide services as set forth in Appendices attached.

**4. COST TO THE DISTRICT**

The annual cost to the District for services provided under this agreement shall be the total of the Annual Membership Fee and any optional resources selected by the district from Appendix A. For those fees based on student enrollment, adjustments will be made based upon the agreed to enrollment count date or annual average of enrollment as specified in the scope of services in that agreement.

**5. DISPUTES**

Any dispute, claim, or grievance arising out of or relating to the interpretation or application of this agreement may be submitted to the superintendent of the District and the superintendent of OESD 114 for resolution.

**6. TERMINATION FOR BREACH**

If either party fails to comply with the terms and conditions of this agreement, the other party, upon thirty (30) days prior written notice to the breaching party, may terminate this agreement.

**7. INTERLOCAL AGREEMENT**

This agreement shall be in addition to the authority vested in the parties pursuant to RCW 28A.310.200 and RCW 28A.320.080, be deemed to be in satisfaction of the provisions of RCW 39.34, and that this agreement shall be deemed a contract pursuant to RCW 39.34.080.

**8. ASSIGNMENT**

This agreement may not be assigned by either party without written consent of the parties.

**9. WAIVER AND SEVERABILITY**

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


If any term or condition of this agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other 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 declared severable.

The parties acknowledge that they have read and understand this agreement, including any supplements or attachments hereto, and do agree thereto in every particular. The parties further agree that this agreement, together with all appendices, constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the mutual consent of the parties.



Art Clarke






AUTHORIZED AND APPROVED BY:

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Scott Mauk, Superintendent  
Chimacum School District

DocuSigned by:  
  
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Gregory J. Lynch, Superintendent  
Olympic Educational Service District 114

3/29/2022  
Date

3/29/2022  
Date

  
Anna Winney  
Eric Blossley  
Heather Korten  
Jeff Allen  
Jennifer Acuna  
Susan Lathrop  
Kristin Schutte  
Sarah Freitas  
Susan Zetty  
W. Carl Miller  
Tina Schulz  
Monica Hunsaker



Olympic Educational Service District 114

105 National Avenue  
Bremerton, WA 98312

2022-2023  
Cooperative Services Agreement  
Appendix A

CHIMACUM SCHOOL DISTRICT

| DS  | Service                                     | Category                                       | Type                    | Per Unit Pri | Quantity | Notes           | Total        |
|-----|---|--|-------------------------|--------------|----------|-----------------|--------------|
| SZ  | Instructional Materials                     |  |                         |              |          |                 |              |
|     | Appendix B                                  | IMC & Gale                                     |                         |              |          |                 | \$ -         |
|     |   |  | Electronic              | \$ 2.50      | 0.00     |                 | \$ -         |
|     |   |  | Gale Fee Non-IMC Member | \$ 0.30      |          | \$300 Minimum   | \$ -         |
| SZ  | Appendix C                                  | Science Kit                                    |                         |              |          |                 |              |
|     |   |  | Courier                 |              |          | TBD             | \$ -         |
|     |   |  | Cooperative Cost        | \$ 685.00    | 17.00    | Estimated       | \$ 11,645.00 |
|     | Network Services                            |  |                         |              |          |                 |              |
| WCM | Appendix D                                  | Day/Week Factor                                |                         | \$ 25,360.00 | 0.00     |                 | \$ -         |
|     |   | Firewall Support                               |                         | \$ 2,536.00  | 0.00     |                 | \$ -         |
|     |   | Enhanced Support Services                      |                         | \$ 2,536.00  | 0.00     |                 | \$ -         |
|     | Services Contract Information               |  |                         |              |          |                 |              |
| AW  | Appendix E                                  | Certification Contracts                        | Per Student FTE         | \$ 0.50      | 674.32   | Estimated       | \$ 337.16    |
|     | Appendix F                                  | Clock Hour Co-Op                               | Per Certificated FTE    | \$ 7.00      | 55.62    | Estimated       | \$ 389.34    |
| SL  | Western Regional Information Service Center |  |                         |              |          | 220 Minimum FTE |              |
|     | Appendix G                                  | Fiscal System Only                             |                         |              |          |                 |              |
| EB  |   |  | WSIPC                   | \$ 20.49     |          |                 | \$ -         |
|     |   |  | WRDC                    | \$ 12.85     |          |                 | \$ -         |
|     |   | Fiscal and Student System                      | WSIPC                   | \$ 20.49     | 674.32   | Estimated       | \$ 13,816.82 |
|     |   |  | WRDC                    | \$ 24.65     | 674.32   | Estimated       | \$ 16,621.99 |
|     | Student Services & Security                 |  |                         |              |          |                 |              |
| KS  | Appendix H                                  | Safety & Security                              |                         |              |          |                 |              |
|     |   |  | Per Student FTE         | \$ 2.25      | 674.32   | Estimated       | \$ 1,517.22  |
|     | Appendix I                                  | School Counseling Crisis Response Team Support |                         | \$ 750.00    | 1.00     |                 | \$ 750.00    |
|     | Appendix J                                  | Student Assistance Professional                |                         | \$ 18,900.00 | 1.00     |                 | \$ 18,900.00 |

|                            |   |                          |              |        |      |               |
|----------------------------|---|--------------------------|--------------|--------|------|---------------|
| DS<br>JA                   | <b>Special Education and Related Services</b> |                          |              |        |      |               |
|                            | <b>Appendix K</b>                             |                          |              |        |      |               |
|                            | <b>Occupational Therapy</b>                   | Per .1 FTE               | \$ 18,400.00 |        |      | \$ -          |
|                            | <b>Physical Therapy</b>                       | Per .1 FTE               | \$ 18,400.00 | 0.10   |      | \$ 18,400.00  |
|                            | <b>Speech and Language Therapy</b>            | Per .1 FTE               | \$ 18,400.00 |        |      | \$ -          |
|                            | <b>School Psychology</b>                      | Per .1 FTE               | \$ 18,400.00 | 0.70   |      | \$ 128,800.00 |
|                            | <b>Audiology</b>                              | Per Hour                 | \$ 115.00    | 10.00  | NTE  | \$ 1,150.00   |
|                            | <b>Teacher of Visually Impaired</b>           | Per Hour                 | \$ 115.00    | 120.00 | NTE  | \$ 13,800.00  |
|                            | <b>Orientation and Mobility Specialist</b>    | Per Hour                 | \$ 115.00    | 130.00 | NTE  | \$ 14,950.00  |
|                            | <b>Behavioral Health Specialist</b>           | Per Hour                 | \$ 115.00    | 30.00  | NTE  | \$ 3,450.00   |
|                            | <b>Nursing Services</b>                       | Per .1 FTE               | \$ 18,400.00 |        |      | \$ -          |
|                            | <b>Assistive Technology</b>                   | Per .1 FTE               | \$ 16,240.00 |        |      | \$ -          |
|                            | <b>Social Worker</b>                          | Per .1 FTE               | \$ 16,240.00 |        |      | \$ -          |
|                            | <b>Special Education Teacher</b>              | Per .1 FTE               | \$ 16,240.00 |        |      | \$ -          |
| <b>Teacher of the Deaf</b> | Per .1 FTE                                    | \$ 16,240.00             |              |        | \$ - |               |
| DS<br>JK                   | <b>Financial Services</b>                     |                          |              |        |      |               |
|                            | <b>Appendix L</b>                             |                          |              |        |      |               |
|                            | <b>Business Manager</b>                       | Per Hour                 | Negotiated   |        |      |               |
|                            | <b>Payroll Services</b>                       | Per Hour                 | Negotiated   |        |      | See MOU       |
|                            | <b>Grant Claims</b>                           | Per Hour                 | Negotiated   |        |      |               |
| DS<br>JA                   | <b>Detention Center</b>                       |                          |              |        |      |               |
|                            | <b>Appendix M</b>                             | <b>Education Program</b> |              | 1.00   |      | \$ -          |



**APPENDIX B**  
**Instructional Materials Cooperative Services**

The Olympic Educational Service District 114 Instructional Materials Cooperative (IMC) shall provide the following services to the District:

1. The IMC shall provide access to electronic instructional resources for use by the District in accordance with the agreement including, but not limited to, Learn360 and the Gale databases licensed by the Washington State Library Statewide Database Licensing Project.
2. The IMC shall, upon the recommendation and approval of a committee of regional representatives, purchase or subscribe to instructional materials to be added to the IMC collection and/or replace current IMC collection titles.
3. The IMC shall provide training and support as requested by IMC members for setting up accounts and accessing the resources listed above.

**A. CONFIDENTIALITY AND ACCESS TO RECORDS**

No IMC records of the District shall be made available for public inspection or copying by OESD 114 without express written authorization of the District. Requests pursuant to RCW 42.56 for inspection or copying of public records of the District, held or maintained by the IMC, shall be referred to the District.

**B. APPROPRIATE USE OF INSTRUCTIONAL MATERIAL**

No instructional material shall be used in any way that is in violation of this agreement or any law or regulation governing the item's use.

Material is intended for use within the District only and may not be used for profit, used for non-educational purposes, or used outside the District.

**C. OWNERSHIP OF INSTRUCTIONAL MATERIAL**

All rights, title, and interest in and to all instructional materials of the IMC shall remain the property of the IMC.

**D. FEE CALCULATION.**

The annual fee is calculated by multiplying student FTE reported to OSPI by the District for October of the current year multiplied by the IMC Fee. Invoices will be issued in October, after OSPI has published the student FTE reported by the District. Fees are estimated and will be revised once the actual FTE is posted.



**APPENDIX C**  
**Science Kit Cooperative Services**

The Olympic Educational Service District 114 Science Kits Cooperative shall provide the following services to the District:

1. Science Kit Acquisition – OESD114 shall facilitate the acquisition and first-time preparation of FOSS inquiry-based science modules. As needed, OESD114 will also be responsible for the maintenance and restocking of all science kits. When available, OESD114 will share current research, resources for instruction and assessments that support the effective use of these science modules.
2. Science Materials Support System – OESD114 shall coordinate with District administration to schedule deliveries in a manner that aligns with existing programs. OESD114 shall coordinate the distribution and collection of kits using the District’s transportation system. Assistance will be provided to District teachers and staff by providing telephone consultation (during refurbishment center business hours), email, and website support. Attention to and monitoring of the distribution system, scheduling system, kit/supporting materials and the overall quality of the services provided by the Science Kit Center, shall also be provided by OESD114.
3. Courier service – Is offered at an additional cost to districts and will be billed by actual cost. OESD114 shall furnish a scheduled pickup and delivery service during the school year from its Science Kits Center to the District. Delivery/pickup shall be made to a designated location within each elementary School in the school district during normal operating hours. Each school site shall provide the driver assistance with loading/unloading.
4. Professional Development – OESD114 shall coordinate initial kit use training for FOSS K-5 science modules. Such coordination shall include facilitating regional professional development opportunities for science teachers.
5. The Alliance Advisory Committee – OESD114 shall coordinate, organize and facilitate the Alliance Advisory Committee meetings and membership on the Committee. The Advisory Committee will meet during the year to review the financial status of the cooperative, satisfaction with current services, possible new or expanded services, and to recommend the following year’s budget.
6. Evaluation – OESD114 and the District’s administration shall maintain ongoing communication and information exchange in order to evaluate the Alliance’s existing curriculum support services and professional development programs, and to strategically develop future services and programs.
  - A. **ALLIANCE MEMBER DISTRICTS** agree to actively participate in the Alliance Advisory Committee and take an active role in the decision making process. Each District is responsible for all loss or damage to the instructional materials provided by the Alliance. All materials must be returned to OESD114 prior to July 1 of each year.
  - B. **APPROPRIATE USE OF INSTRUCTIONAL MATERIALS**. No item furnished to the District by OESD114 shall be used in any way that is in violation of this agreement or any law or regulation governing the item’s use. Items furnished to the District are for use solely within the District and may not be loaned, used for profit, or used for non-educational purposes.
  - C. **OWNERSHIP OF INSTRUCTIONAL MATERIALS**. All rights, title and interest in and to all instructional materials acquired as a result of this partnership shall become the property of OESD114.

**FEE CALCULATION**. For fiscal year 2022-23, fees will be calculated based on the following: \$685.00 per classroom. This fee includes three kits per classroom, regardless of usage. The annual fee is calculated by multiplying the number of K-5 classrooms in the district by \$685.00. Fees are estimated and will be revised once district’s classroom counts are finalized. Invoices will be issued in November.



**APPENDIX D**  
**Network Services**

The following technology support services are provided:

**A. SUPPORT OF DISTRICT NETWORK**, including:

1. Wide area network support:
  - Problem identification and tracking to resolution.
  - Installation support - network infrastructure project management and assistance.
  - Direct maintenance or coordination of third-party maintenance of District-owned network equipment.
2. Local area network support:
  - Problem identification and tracking to resolution and any required third party coordination.
  - Installation support, network infrastructure project management and design coordination for new installations, facility expansions, moves or redesigns.
  - Traffic monitoring, minor wiring repair and additions, and wireless network configuration.
  - Coordination of third-party maintenance contracts for District-owned network equipment.
3. Consultation, advice and assistance to District on topics related to network operations.
4. Basic server support:
  - Installation, setup and support for Windows and Linux servers providing basic network functions such as web services, FTP, DHCP, DNS and directory services. Support for standard and virtual servers.
  - Where no district technology staff person is designated to share administrative duties, full administrative access to the server is limited to OESD114 Network Services. Most server administration is performed when the technician is on-site, with some tasks being performed remotely via network access.
  - Performance of data backups on servers during days a technician is on-site. District is responsible to provide server upgrades and blank media, if required.

**B. DESKTOP SUPPORT SERVICES**, including:

1. Installation of computer workstation hardware and peripherals.
2. Installation of operating systems and district-owned software onto computer workstations.
3. Configuration of supported personal computers and district-owned mobile devices to function in a network environment.
4. Troubleshooting computer workstation and peripheral equipment problems, documentation and submission of information for items needing repair.
5. Identification of application software problems and reporting to appropriate parties if beyond a simple fix.
6. Workstation hardware and software upgrades, as required.

**C. COORDINATION AND REPORTING:**

1. District will designate an individual to be the primary point of contact for communications.
2. Network Services program summary to be reviewed with District twice annually.

**D. COST TO THE DISTRICT:**

Services provided under Appendix D, Network Services are based on the average number of days per week a technician will be in the district for the period covered by this contract, subtracting no more than six (6) days for each day per week contract for holidays and leave. One tenth of the total will be invoiced over the first ten months of the agreement unless the contract total is less than one thousand dollars. If the contract total is less than one thousand dollars, the full amount will be invoiced at the start of the year.

**Software licenses and equipment acquisition, replacement and maintenance costs are not included.**



**APPENDIX E**  
**Certification Services**

**Certification Services**

**Purpose:**

This cooperative services agreement is offered to all districts within the OESD service area and additional Certification Co-op members (District). The purpose of this agreement is to continue regional certification services (see *Duties of Olympic ESD 114* below) and to provide these services at no cost to personnel from districts entering into this service agreement. Applicants not covered under the terms of this agreement will be assessed a \$45 service fee per certification transaction.

In consideration of the promises and conditions contained herein, OESD and the District do mutually agree as follows:

**A. DUTIES OF OLYMPIC ESD 114:**

1. OESD shall provide the following certification services to the satisfaction of the District:
  - Phone, email and face-to-face assistance in application process.
  - A public access computer that applicants can use at the OESD (located on second floor of Conference Center)
  - Temporary permits, as allowable by OSPI. **Note:** OSPI is the only entity permitted to issue permits for Career and Technical Educators, Conditional ESA or Continuing ESA.
2. OESD will invoice District as a part of the annual OESD Cooperative Services Agreement.

**B. DUTIES OF DISTRICT:**

1. District will assist OESD in communicating supports and services available to district personnel who would be served under this agreement. The following should be communicated to staff:
  - This agreement does not replace fees due to OSPI for certification.
  - In order to have an allowable permit printed by OESD, the application must be complete and OSPI fees must be paid.
2. District shall, in consideration of satisfactory performance of the duties set forth herein, compensate OESD in the amount of \$.50 per current Student FTE as of the October Student FTE Enrollment Report of the current year fiscal year.



**APPENDIX F**  
**Clock Hour Services**



**Clock Hour Services**

The Clock Hour Co-op created between the Olympic ESD 114 and Member Districts was created to administer and manage clock hour records for member districts. Olympic ESD 114 is an authorized approving agency for Washington State clock hours.

Among the services we deliver are:

- Provide clock hours to districts and organizations in the Olympic ESD 114 region for classes of benefit to teachers. Olympic ESD 114 is a Washington State approving agency for clock hours.
- Register teachers' clock hours
- Maintain a database of earned clock hours.
- Provide transcripts to participating districts twice a year.
- Provide transcripts to teachers upon request for a \$5 fee per transcript.
- Maintain a record of evaluations for each clock hour class offered

Each year, the Clock Hour Co-op fees are billed out to each Clock Hour Co-op district. These fees are based on the October 1<sup>st</sup> member districts' Certificated FTE (Full Time Employees) provided to the State in November via the S275 1801 reports multiplied by \$7.

**APPENDIX G**  
**Western Regional Information Service Center**

Western Regional Information Service Center (WRISC) shall provide the following services to the District:

- A. SOFTWARE AND HARDWARE SERVICES.** The Skyward fiscal and student applications and databases are hosted by WSIPC for the WRISC. Cooperative membership in WRISC includes hardware acquisition and support systems administration and maintenance, data backups, and a geographically separated disaster recovery site. WRISC members may contract for fiscal or student, or full services which means both fiscal and student services.
- B. CONSULTING AND SUPPORT SERVICES.** WRISC support services are available to employees of the District for the application service under contract. This service includes telephone response, formal classroom training, on-site training, user documentation materials and consulting in conjunction with implementation of the WSIPC software. When the District contracts with outside consultants, District employee(s) must participate in any training provided to the consultant for WRISC systems. Analysts are available to district staff Monday – Friday from 8:00 AM until 4:30 PM.
- C. TRAININGS.** Trainings are provided to District staff throughout the year. General training sessions are offered at OESD114 facilities in Bremerton and on the Olympic peninsula.
1. Cyclical trainings are offered in advance of key district processing deadlines.
  2. Module trainings are offered as requested by district, or to cover new functionality introduced in the software.
  3. Open lab sessions are offered so district staff can work with an analyst on specific tasks.
  4. Districts may request custom training sessions delivered at their location.
- D. DOCUMENTATION.** WSIPC provides software educational materials available in digital and/or printed forms as needed by the ISC and local school districts. WSIPC will regularly update these materials to ensure they are current and relevant. WRISC staff use WSIPC materials during training; supplemental materials may be developed if needed to enhance clarity or highlight key process steps.
- E. PRINTING.** Districts may print reports onsite or at the WRISC central printing facility in Bremerton. Computer forms used to produce the regular batch output of the application software systems are supplied for the service area(s) contracted under this agreement. Paper used in the district on terminals, personal computers and other office machines are provided by the district and may be procured through the WSIPC Purchasing Cooperative or WRISC.
- F. CONFIDENTIALITY AND ACCESS TO RECORDS:**
- No records of the District shall be made available for public inspection or copying by OESD 114, WRISC, or WSIPC without express written authorization of the District. Requests pursuant to RCW 42.56 for inspection or copying of public records of the District, held or maintained by the IMC, shall be referred to the District.
- All materials furnished to the WRISC and the WSIPC by the District pursuant to this agreement, including but not limited to: source data, computer files, reports, listings and computer programs, shall remain the property of the District and shall not be disclosed to third parties except by written consent of the District. By written agreement of OESD 114 and the District, there may be a release of data.

The WRISC and WSIPC shall utilize reasonable security procedures and protections to assure that District material is not disclosed to third parties without written consent of the District, with the exception of the Washington State Auditor and/or Washington State Legislature to whom may be given such records as they request except for information governed by legislation on confidentiality of personnel records.

**G. RIGHTS IN COMPUTER SOFTWARE:**

The ideas, concepts, know-how, techniques, systems, designs, and application software developed by the WSIPC shall be owned by the WSIPC. Any distribution of software to members for use on equipment owned by the District shall not imply ownership by the District. Such distribution shall only occur under programs approved by the Board of Directors of the WSIPC.

**H. OWNERSHIP OF INSTRUCTIONAL MATERIALS:**

All rights, title, and interest in and to all instructional materials of the WRISC and WSIPC shall remain the property of the WRISC and WSIPC respectively.

**I. FEE CALCULATION:**

The annual cost to the district for the Student and Fiscal services provided under this agreement will be calculated by multiplying the current fee times enrolled FTE. If the enrolled FTE is less than 220, then the annual cost shall be calculated using 220 FTE. This cost includes amounts for sales, use or other similar taxes related to the services provided herein. One twelfth of the annual cost will be invoiced for the each month of the agreement. Initially, the Student FTE count used shall be the average annual FTE for the previous year extracted from the OSPI web site after May enrollment has been reported by the district. A final adjustment shall be made using the actual average annual FTE for the current year.

**J. ADDITIONAL FEES FOR SERVICE BY REQUEST ARE:**

- a. Non-emergency After Hour's Support
- b. Mentorship
- c. Process Improvement
- d. Temporary Staff Coverage

**K. OESD114 staff, through their continued work of providing services to school districts in the areas of data analysis, assessment, evaluation support, curriculum and technology services, request access to your school district's data. For much of the requested work, identified staff at OESD114 will need to have access to:**

- a. *School district and/or school data (i.e. student performance/behavior for MTSS technical assistance and planning of support) and state administered surveys (i.e. Healthy Youth Survey, OSPI School Safety etc...) or evaluation for the purpose of needs assessment, grant writing and program support/services.*
- b. *Students' educational records in order for OESD staff to perform their professional responsibilities. Specific student identifying information that may be accessed include: attendance records; grades and other student progress reports; results of tests of school achievement, aptitude and interest; scores on standardized intelligence and psychological tests; health and immunization reports; family information; school or district surveys; demographic information; or other pertinent data. These records may also include verified reports of serious or recurrent behavior patterns reported by school personnel, records of disciplinary action taken, and legal documents.*

In accessing or receiving this information, OESD114 agrees that all school district records and data, or information related to individual students, will be treated as confidential and maintained in a manner that will assure the privacy of students and their family. In addition, we agree to only use the data and

information for legitimate educational purposes, and will not disclose the information to another party without prior written consent.



## APPENDIX H

### School Safety and Security Cooperative Services

#### **A. OESD 114 AGREES, THROUGH THE SCHOOL SAFETY AND SECURITY COOPERATIVE TO:**

1. Receive funds from the District and shall expend such funds to support the School Safety Cooperative ("Cooperative" hereinafter) and provide technical assistance, professional development opportunities, and purchasing of safety equipment and supplies in accordance with the terms and conditions set forth and prioritized by the advisory board.
2. Continue to work with the Cooperative Advisory Committee to support school safety and security efforts and provide direction in prioritizing co-op activities.
3. Provide a consistent level of service and expertise across the region to school districts within the co-op in school safety and security efforts.

#### **B. THE SCHOOL DISTRICT AGREES, THROUGH THE SCHOOL SAFETY AND SECURITY COOPERATIVE TO:**

1. To designate and support a district contact to:
  - Work with the OESD assigned staff and provide two-way communication between the Cooperative and District
  - Represent the district at the Advisory Committee School Safety and Security Cooperative meetings.
  - Take a leadership role in the identification and coordination of training needs for school personnel, parents and students as applicable to the Cooperative Priorities,
  - Partner and work with local agencies, including law enforcement, public safety, public health, mental health and local government, in the improvement and strengthening of Safety and Security Plans.

#### **C. SCHOOL SAFETY AND SECURITY DELIVERABLES:**

1. Improve the capacity of senior leadership in school districts to prevent, prepare and respond to school emergencies by:
  - a. Assisting and serving as a liaison with the school districts, community, and first responder's participation in emergency response activities to improve effectiveness of response.
  - b. Facilitate monthly meetings with District Safety Leads (November-May). Meeting maybe combined with other training offerings and/or part of the Association of Threat Assessment Professional quarterly meetings as applicable.
  - c. Facilitate monthly harassment Intimidation and Bullying monthly meetings with District Safety Leads (November-May)
2. Additional supports/activities
  - a. The OESD serves as the lead for Level 2 Threat Assessment Community meeting. This includes:
    - i. Maintaining and when needed recruiting school districts and community members.
    - ii. Coordinating and facilitating any additional consultation that is needed from leading experts in student threat assessment work.
    - iii. Providing summary of Level 2 recommendation specific to the student(s) staff to the school district who brought the case.
  - b. The OESD provides:
    - i. support for school district development and implementation of plans for recognition, initial screening, and response to emotional or behavioral distress in students as required by
    - ii. Suicide prevention training for school counselors, school psychologists, and school social workers.
    - iii. Facilitates partnerships and coordination between school districts, public schools, and existing regional and local systems of behavioral health care services and supports to increase student and family access to the services and supports.

**D. SAFETY AND SECURITY COOPERATIVE FEE'S FOR SCHOOL YEAR 2022-2023:**

**Cooperative member's \$2.25/FTE and for school districts with 450 students or less – flat fee of \$1012.00.**

**Cooperative benefits:**

- ✓ Advisory Board Members – prioritize services and training needs and provide direction to OESD staff to the cooperative.
- ✓ Priority seating for all training events.
- ✓ Provide input into the Regional meetings (i.e. content, presentation/training topic)
- ✓ Free registration fee.
- ✓ Access to OESD SSC Website for up-to-date information, resources and activities
- ✓ Consultation and Technical Assistance at no charge.
- ✓ Attendance at Regional meetings with fire and emergency services, law enforcement and mental health services professionals.



**APPENDIX I**  
**Regional Crisis Support Team Services**

**A. THE OLYMPIC EDUCATIONAL SERVICE DISTRICT AGREES TO:**

1. Work within each county to maintain a school counseling team network to work across districts responding to crisis.
2. Assist in mobilizing (calling) school counselors for the response, when needed.
3. Respond on site if available and within the area.
4. Provide phone technical assistance/consultation during a crisis to district, school counselor(s) or school administration (i.e., response plan for the students, follow up support recommendations, counselor debriefing).
5. Provide resource materials and work behind the scenes with state and national consultants to coordinate follow up support services.
6. Conduct 1-2 training sessions for school administration and school counselors to conduct tabletop drill, review procedures when a crisis happens, learn about regional supports and how to mobilize counseling assistance outside of district as needed.
7. Offer 1-2 training during the program year to counselors on coordinating a crisis response as needed.
8. Travel reimbursement would be available to the school counselors traveling outside a district if sufficient funds are available in the budget.

**B. THE DISTRICT AGREES TO THE RESPONSIBILITIES DESCRIBED BELOW:**

1. To designate and support a district contact to:
  - a. Work with the OESD assigned staff and provide two-way communication between the OESD staff and District in coordinating crisis responses.
  - b. Assist OESD assigned staff in arranging training for counselors and other appropriate staff on counseling crisis response supports and assist in promoting the training.
2. To designate lead counselor or district designee. The lead will be responsible for:
  - a. Communicate with District & School Administration for approval to mobilize counselors within the District.
  - b. Mobilize the crisis team of counselors by contacting counselors within your district for internal school district response; and to mobilize to serve other school districts when called/texted by OESD staff.
  - c. Contact OESD Student Services Center Executive Director Kristin Schutte (wk 360-405-5833 or cell 360-689-5036) or Coordinator Michelle Dower (wk 360-478-6893 or cell 360-689-7100 as needed to assist in the plan development, response and recovery phase as needed.
  - d. Give feedback to administration/school on support provided by team with suggestions for follow up.
  - e. Keep OESD Student Services Center Executive Director Kristin Schutte informed of the team activities and responses.



## Appendix J

### STUDENT ASSISTANCE PROFESSIONAL SERVICES

#### **THE OLYMPIC EDUCATIONAL SERVICE DISTRICT AGREES TO:**

1. Assign a Student Assistance Prevention/Intervention Professional (SAP) to serve identified school full time.
2. Coordinate all activities, including submission of grant application, provide professional development course offerings related to substance abuse prevention and intervention, assist with needs assessment data review, planning and development as part of school improvement planning.
3. Ensure the employee:
  - a. Follows the established Olympic ESD 114 job description guidelines.
  - b. Attends all OESD-sponsored monthly staff meetings; regular monitoring and evaluation meetings with OESD supervisors; and mandatory in-service trainings. Additional meetings or trainings may be required for professional development throughout the school year.
4. Ensure OESD-level supervision for the Student Assistance Professional under the direction of Michelle Dower, Student Services Center Supervisor or Ciela Meyer, Behavior Health Coordinator and the Departments Executive Director, Kristin Schutte.

#### **THE SCHOOL DISTRICT AGREES TO PARTICIPATE IN THE COMMUNITY PREVENTION WELLNESS INITIATIVE (CPWI), AND ADHERE TO THE RESPONSIBILITIES DESCRIBED BELOW:**

1. Release district and building level 2021 Healthy Youth Survey (HYS) results including cumulative data from HYS between 2021-2018. The 2021 HYS data will be released to the ESD through AskHYS.net, a website connected to the Education Data System. The OESD Student Services Center (SSC) staff will be accessing the data. The HYS information will be used by the OESD 114 in assessing school district needs, development of new initiatives and grants that support student achievement through supportive learning environments. The SSC staff will also prepare and present on the HYS current and trend data as requested and approved by the district and building level administration. Information that is requested to be released to another entity other than the OESD staff or the Community Coordinator for CPWI coalition (item 3) for the above-described purposes will be not released without approval by school district.
2. Allow the assigned Community Coordinator to the CPWI Coalition access to district and building level results for strategic planning purposes and to prioritize prevention services with the coalition.
3. School Principal or designee (other than the Student Assistance Professional) agrees to participate on the school-community coalition and attend a minimum of 8 meetings during the course of the year.
4. School Principal or designated administrator will support the initiative, specifically the Student Assistance Prevention Intervention Services Program (SAPISP) by:
  - a. Securing confidential space, phone, locking file cabinet and district email address for Student Assistance Professional.
  - b. Ensuring that the Student Assistance Professional has access to student class schedules, discipline and attendance data.
  - c. Arranging time for Student Assistance Prevention Interventionist to present at a faculty meeting(s) to discuss the program.
  - d. Meeting with the Student Assistance Prevention Interventionist weekly to review schedule of planned events and assist with logistic of planning events (in-kind match).
  - e. Ensuring student referral process is operating.
  - f. Allowing release time for student 1-1 counseling support, alcohol and other drug screenings and support groups.
  - g. Ensuring the Prevention Education Series or other identified curriculum is delivered in the 7<sup>th</sup> or 9<sup>th</sup> grade depending on the school site.
  - h. Allowing the Student Assistance Professional to participate in the student study/guidance team meetings.
  - i. Working with OESD Program Manager to support staff development training and evaluation activities (i.e. interviews, surveys and data related to student failing grades)



- j. Releasing student level data for the purpose of program evaluation as per grant requirements. All data needs to be collected by the end of the program year in June. Specific data to be released is as follows: grades and attendance.



**APPENDIX K**  
**Special Education and Related Services**

**A. ORGANIZATION AND GOVERNMENT**

An Advisory Council consisting of one representative of each participating district shall be created. The purpose of the Advisory Council shall be to monitor the performance of this agreement and provide advice on matters relating to this agreement to the Special Services Director of OESD who shall manage this agreement. The OESD Special Services Director shall solicit the prior advice of the Advisory Council on all matters affecting the terms of this agreement by scheduling annual meetings. Special meetings may be called by the OESD Special Services Director or the representative of any participating district at any time.

The Advisory Council shall have the power to prepare, adopt, amend and repeal rules and regulations and general policy statements for the organization, government and guidance of the cooperative, provided that action taken with respect thereto is not inconsistent with State law, the Washington Administrative Code and policies of the Olympic Educational Services District 114 Board of Directors. The Advisory Council will consist of seven members plus the OESD Special Services Director. They shall meet at least four times per year. Their organizational structure shall be determined by the council on their first annual meeting. Their term of office shall be consistent with the district's participation in the cooperative.

**B. FINANCE AND BUDGET**

Each district participating in or wishing to participate in the cooperative shall inform the OESD Special Services Director by March 1<sup>st</sup> of the current year, the percentage of an FTE of a specified related service provider, teacher, or other services the district wishes to purchase from the Special Education and Related Services Cooperative for the following school year. Upon receipt of this request, the OESD Special Services Director shall inform the Advisory Council, in writing, of the request for services.

Funds to cover mileage and travel expenses as well as materials required for each provider to perform their job related duties have been built into the annual budget for each position. Materials purchased shall be the property of the OESD to be used solely for the purpose of providing services to districts who participate in the Special Education and Related Services Cooperative. Funds have also been included for the related service providers and teachers to attend trainings to learn new techniques, research and trends in their individual fields in order to provide professional development to the district staff to improve their practice and service delivery. Professional development provided by the OESD related service providers and teachers shall be delivered free of charge to districts who participate in the cooperative and for a fee to all non-participatory districts.

**C. GENERAL RESPONSIBILITIES OF THE OESD**

The general responsibilities of the OESD are as follows:

1. Employ and/or contract with professional staff with appropriate training, experience, and or certificate to provide the required assistance identified by the District. Services provided under this agreement are contingent upon the employment of appropriate certificated and professional staff.
2. Materials required for the related service providers and teachers to deliver services will be purchased and maintained by the OESD.
3. Maintain appropriate forms to meet district requirements.
4. Ensure staff develop Individualized Education Plans for the students on their caseloads in accordance with all pertinent State and Federal Regulations.
5. Schedule the services provided by this contract.
6. Complete evaluations of service providers in collaboration with district staff.
7. Recruit, employ, train, assign, supervise and evaluate staff in the areas of IDEA-B and 619, Part C, Title 19, Discipline of Disabled Students, Title II of ADA, Section 504, FERPA, HIPAA
8. Provide and track timesheets of staff for district verification.
9. Provide staff for Extended School Year services if required by the student's IEP.

**D. GENERAL RESPONSIBILITIES OF THE DISTRICT**

The general responsibilities of the district are as follows:

1. Provision of space for service delivery at the school site at which the student attends.
2. Provide staff to facilitate teletherapy sessions with students on-site if required by the student's IEP.
3. Ensure Zoom/Skype capability.
4. Participate in Advisory Council.
5. Provide academic calendar to OESD Special Services director by May 15 of the academic year prior to the academic year for which they are requesting services.
6. Provide service provider with training on district IEP format, district systems and initiatives.
7. Provide access to district IEP format.
8. Provide master schedule of annual IEPs.
9. Complete all local, state and federal reporting requirements.
10. Provide an estimate of service needs for the following academic year, to the OESD by March 1.
11. Fulfill their Child Find obligations.
12. File all necessary documents to insure application and the receipt of funding by the granting source for compliance with state and federal regulations.
13. Provide transportation services to students if OESD Co-operative services are not available in their school or district of residence.
14. District will comply with all HIPAA and FERPA regulations in obtaining written consent from parents and guardians to allow the OESD employees, agents and directors access to confidential information.

**E. TERMS OF SERVICE**

*Special Education and Related Services Co-operative services:*

1. Speech and Language Therapy
2. Occupational Therapy
3. School Psychology
4. Physical Therapy
5. Audiology
6. Teacher of the Visually Impaired
7. Orientation and Mobility
8. School Nurse
9. Assistive Technology
10. Behavior Specialist
11. Special Education Teacher
12. Teacher of the Deaf
13. Social Worker

Specialist staff will provide service to the District 8 hours per day which shall include travel time commencing on a mutually agreeable date on or after September 1st. The OESD will work with the District prior to August 15th to develop a schedule of services mutually agreeable to all parties. Total cost of service is detailed on the following page.

- **Travel:** Travel costs will be calculated within the base rate for all services.
- **Caseload/Workload:** The OESD and school district recognize that a .1 FTE is equivalent to 20 days or 160 service hours per year for related service providers. In cases of estimate reduction, the district will in good faith attempt to sublet the services elsewhere. The OESD will also work in good faith to attempt to meet any increased need with available personnel. The school district and the OESD understand individual services providers possess full loads prior to the start of the school year and the individual provider will not provide service above the estimated load requirement for more than 20 school days.

- **Service Logs:** The school district recognizes OESD providers often work in multiple districts and service logs will provide brief information designed only to verify service and meet state audit requirements. Providers will log district served, date served and a minimal descriptor of service (training, direct service, preparation, consultation, research, IEP preparation, IEP meeting). The ESD will not address alternative logging formats after October 1 of each service year except for instances where the Safety Net Committee or State Auditor Office would require alternative formatting. These requests will only be considered if the district is in possession of a written request from either above named entity.
- **Service Delivery:** The school district recognizes the type of service purchased is direct and consultative. Service may be conveyed on site or through a previously agreed to video conferencing format. Off-site services, in the form of telephone, e-mail, lesson planning, research and materials generation may also be used.
- **Training of Support Personnel:** The school district will supply any mutually required training for staff (certified and classified) to assist in purveying special education and related services.



## APPENDIX M

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

#### **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, 2022 through August 31, 2023.
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.

**KITSAP COUNTY JUVENILE DETENTION CENTER  
SPECIAL EDUCATION PROCESS**

The Kitsap County Juvenile Detention Center resides within the South Kitsap School District (SKSD). 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.\*

\* OESD and SKSD have a Memorandum of Understanding that recognizes/defers to the OESD Department of Special Services to provide the special educational services needs for the OESD KDS program (i.e. specifically designed instruction (SDI), student evaluation/update, IEP review, case consultation) required by Washington State Rules and Regulations.

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.