

Olympic Educational Service District 114 2024-2025 Cooperative Services Agreement

This 2024-2025 Cooperative Services Agreement ("Agreement") is made and entered into by Olympic Educational Service District 114 ("OESD 114") and Quillayute Valley SD 402 (the "District").

Background

- **A.** OESD 114, as authorized by RCW 28A.310.200 (7), provides cooperative services to school districts.
- **B.** 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.
- **C.** 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-2. The parties agree that OESD 114 will receive funds from the District and will expend such funds for the purpose of providing the services agreed to in accordance with the terms and conditions set forth in this Agreement, which is comprised of this Agreement and all attached appendices. This contract supersedes any previous contracts for the services outlined in the appendices.

1. Agreement Term

This Agreement is effective from September 1, 2024, to August 31, 2025, and will 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, 2024, 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.

2. Membership In OESD 114 Cooperative

The District will become a member of the Cooperative agreed to in Appendix A-2 effective September 1, 2024.

3. Cooperative Services

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

4. Ownership and Use of Instructional Materials

All rights, title, and interest in and to all instructional materials provided under this Agreement by OESD 114 remain the property of OESD 114. No item furnished to the District by OESD114 will 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.

5. Cost To The District & Invoicing Schedule

The annual cost to the District for services provided under this agreement will be the total of any services selected by the district multiplied by the quantity basis for that service type as indicated in Appendix A-1. The list of all services available from OESD 114 is included in Appendix A-1, and the services selected by the District for the current contract year are included in Appendix A-2. Appendix A-2 includes an estimate of annual fees based on current year quantity measures, which will be updated to actual quantity measures during the term of the contract. For fees calculated based on student FTE as listed in Appendices A, the total cost to the District will be based on the annual average enrollment. OESD 114 will calculate the monthly amount due by multiplying (1) the

simple average of annual Student FTE ("AAFTE") based on enrollment numbers published by OSPI no later than the 15th of each calendar month times (2) the annual fee rate for each service based on Student FTE divided by 12 times (3) the number of months that have elapsed in the contract term and then subtracting from that result (4) the prior amount billed contract year to date. For other services, OESD 114 will invoice in 12 equal installments over the contract term.

Monthly Bill =
$$\frac{AAFTE \times FTE \ rate}{12} \times FY \ months \ to \ date - Total \ Billed \ to \ date$$

OESD 114 will invoice the District monthly with the first invoice sent in September 2024 and the final invoice sent in August 2025. Invoices must be paid within 30 days of the receipt of the invoice by the District. Invoices will be sent by email.

6. 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.

7. 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.

8. <u>Interlocal Agreement</u>

This agreement will 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 will be deemed a contract pursuant to RCW 39.34.080.

9. Assignment

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

10. Waiver And Severability

A waiver of a breach of any term in this Agreement will not be considered (1) a waiver of a further breach of the same term or (2) a waiver of a breach of any other term.

Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full effect.

The parties acknowledge that they have read and understand this Agreement, including any supplements or appendices. This Agreement and its attachments and appendices contain the entire understanding between the parties, and supersedes all prior communications.

Signature Page Follows

AUTHORIZED AND APPROVED BY:

—Docusigned by:
Diana Klaumi

Diana **Reaumer, Superintendent Quillayute Valley School District

4/23/2024

Date

JH

Jan Haugen

DocuSigned by:

Di. Aaron Peavell, Superintendent
Olympic Educational Service District 114

4/23/2024

Date

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Jason Rhoads

Tina Schulz

APPENDIX A-1 Full Pricing List

		<u>Full Pricing L</u>	1		I	
	Service Sub Type			Annual Rate		
Appendix	Service <u></u>	(If Applicable)	Quantity Base 🔻	(Dollars -	Notes	
Appendix B	Instructional Materials Cooperative Services	Electronic	Per Student FTE	2.60		
Appendix B	Gale	Gale Fee Non-IMC Member	Per Student FTE	0.30	\$300 Minimum	
Appendix C	Science Kit Cooperative Services	Cooperative Cost	Per Kit	1,000	Shipping/Delivery is additional fee	
Appendix D	Network Services	Basic Support	Per .2 FTE	28,490		
Appendix D	Network Services	Firewall Support	Per Year	2,850		
Appendix D	Network Services	Enhanced Server Support Services	Per Year	2,850		
Appendix E	Certification Services		Per Student FTE	0.50		
Appendix F	Clock Hour Services		Per Certificated FTE	7.25		
Appendix G	Western Regional Information Service Center	Fiscal or Student System Only	Per Student FTE	35.65	\$22.20 for WSIPC and \$13.45 for WRDC, with a minimum of \$7,800 per year	
Appendix G	Western Regional Information Service Center	Combined Fiscal and Student System	Per Student FTE	48.05	\$22.20 for WSIPC and \$25.85 for WRDC, with a minimum of \$10,600 per year	
Appendix H	School Safety and Security Cooperative Services	Per Student FTE	Per Student FTE	2.25	\$1,012 Minimum	
Appendix I	Regional Crisis Support Team Services		Per Year	775		
Appendix J	Student Assistance Professional Services		Per Year	25,450		
Appendix K	Special Education and Related Services	Occupational Therapy	Per .1 FTE	20,160	Alternative of \$126 per hour, as available	
Appendix K	Special Education and Related Services	Physical Therapy	Per .1 FTE	20,160	Alternative of \$126 per hour, as available	
Appendix K	Special Education and Related Services	Speech and Language Therapy	Per .1 FTE	20,160	Alternative of \$126 per hour, as available	
Appendix K	Special Education and Related Services	School Psychology	Per .1 FTE	20,160	Alternative of \$126 per hour, as available	
Appendix K	Special Education and Related Services	Audiology	Per .1 FTE	20,160	Alternative of \$126 per hour, as available	
Appendix K	Special Education and Related Services	Teacher of Visually Impaired	Per .1 FTE	20,160	Alternative of \$126 per hour, as available	
Appendix K	Special Education and Related Services	Orientation and Mobility Specialist	Per .1 FTE	20,160	Alternative of \$126 per hour, as available	
Appendix K	Special Education and Related Services	Behavioral Health Specialist	Per .1 FTE	20,160	Alternative of \$126 per hour, as available	
Appendix K	Special Education and Related Services	Nursing Services	Per .1 FTE	20,160	Alternative of \$126 per hour, as available	
Appendix K	Special Education and Related Services	Assistive Technology	Per .1 FTE	20,160	Alternative of \$126 per hour, as available	
Appendix K	Special Education and Related Services	Social Worker	Per .1 FTE	20,160	Alternative of \$126 per hour, as available	
Appendix K	Special Education and Related Services	Special Education Teacher	Per .1 FTE	20,160	Alternative of \$126 per hour, as available	
Appendix K	Special Education and Related Services	Teacher of the Deaf	Per .1 FTE	20,160	Alternative of \$126 per hour, as available	
Appendix L	Financial Services	Business Manager	Per Hour	Negotiated		
Appendix L	Financial Services	Payroll/Personnel	Per Hour	Negotiated		
Appendix L	Financial Services	Grant Claims	Per Hour	Negotiated		
Appendix M	Kitsap County Detention Center Cooperative Education Program					
Appendix N	Fingerprint Services		Per Fingperprint Transmission	85.00		

APPENDIX A-2 District Elected Services and Estimated Annual Fee

District: Quillayute Valley SD 402

Estimated Student 3364 Estimated as of current date, billing will be based on AAFTE per the Agreement

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Appendix	Service	Service Sub Type (If Applicable)	Quantity Base	Annual Rate (Dollars)	District Services (FTE / Annual)	Hourly Rate	District Services (Hourly)	Estimated Annual Fee
	Instructional							
	Materials		Per					
	Cooperative		Student					
Appendix B	Services	Electronic	FTE	2.60	3,364.00		-	8,746.40
	Science Kit Cooperative							
Appendix C	Services	Cooperative Cost	Per Kit	1,000.00	18.00		-	18,000.00
A	Certification		Per Student	0.50				
Appendix E	Services		FTE	0.50	3,364.00		-	1,682.00
Appendix F	Clock Hour Services		Per Certificate d FTE	7.25	179.10		-	1,298.48
	Western Regional		Per					
	Information Service	Combined Fiscal	Student					
Appendix G	Center	and Student System	FTE	48.05	3,364.00	75.00	-	161,640.20
Appendix H	School Safety and Security Cooperative Services	Per Student FTE	Per Student FTE	2.25	3,364.00		-	7,569.00
	Regional Crisis							
	Support Team							
Appendix I	Services		Per Year	775.00	1.00		-	775.00
	Student Assistance Professional							
Appendix J	Services		Per Year	25,450.00	1.00		-	25,450.00
	Special Education and Related							
Appendix K	Services	School Psychology	Per .1 FTE	20,160.00	1.00	126.00	-	201,600.00

Total Estimated Annual Fee for Quillayute Valley SD 402 426,761.08
Estimated Monthly Invoice 35,563.42

APPENDIX B Instructional Materials Cooperative Services

Appendix B Service Details

The Instructional Materials Cooperative (IMC) provides the following services to the District:

- **A.** Instructional Resources. The IMC will provide access to electronic instructional resources for use by the District including, but not limited to, Learn360 and the Gale databases licensed by the Washington State Library Statewide Database Licensing Project.
- **B.** Additional Materials. The IMC will, 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.
- **C. Training and Support.** The IMC will provide training and support, as requested by IMC members, for setting up accounts and accessing the resources listed above.

Duties of OESD 114 Applicable to Appendix B Services

D. Confidentiality and Access to Records. No IMC records of the District will 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, will be referred to the District.

APPENDIX C Science Kit Cooperative Services

Appendix C Service Details

The Science Kits Cooperative provides the following services to the District:

- **A. Science Kit Acquisition**. OESD 114 will facilitate the acquisition and first-time preparation of FOSS inquiry-based science modules. As needed, OESD 114 will also be responsible for the maintenance and restocking of all science kits. When available, OESD 114 will share current research, resources for instruction and assessments that support the effective use of these science modules.
- **B.** Science Materials Support System. OESD 114 will coordinate with District administration to schedule deliveries in a manner that aligns with existing programs. OESD 114 will 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, will also be provided by OESD114.
- **C.** Courier service. Courier services are offered at an additional cost to the District and will be billed at actual cost. OESD114 will furnish a scheduled pickup and delivery service during the school year from its Science Kits Center to the District. Delivery/pickup will be made to a designated location within each elementary School in the school district during normal operating hours. Each school site will provide the driver assistance with loading/unloading.
- **D. Professional Development**. OESD114 will coordinate initial kit use training for FOSS K-5 science modules. Such coordination will include facilitating regional professional development opportunities for science teachers.
- **E. District Meeting**. OESD114 will coordinate, organize and facilitate individual meetings with the District as needed 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.
- **F. Evaluation**. OESD114 and the District's administration will 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.

Duties of OESD 114 Applicable to Appendix C Services

G. Quantity Provided. The fee as listed in Appendix A-1 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 the annual fee in Appendix A-1. Invoices are based on estimated classroom counts until finalized classroom counts are available.

Duties of the District Applicable to Appendix C Services

H. Active Participation. 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.

APPENDIX D Network Services

Appendix D Service Details

OESD 114 Network Support Services provides the following:

- A. Basic Services. Basic Services consist of the following:
 - 1. Wide area network support:
 - Problem identification and tracking to resolution.
 - Installation support network infrastructure project management and assistance.
 - o Direct maintenance or coordination of third-party maintenance of District-owned network equipment.
 - Local area network support:
 - Problem identification and tracking to resolution and any required third party coordination.
 - o Installation support, network infrastructure project management and design coordination for new installations, facility expansions, moves or redesigns.
 - o Traffic monitoring, minor wiring repair and additions, and wireless network configuration.
 - o 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:
 - o 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.
 - O 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.
 - 5. Installation of computer workstation hardware and peripherals.
 - 6. Installation of operating systems and district-owned software onto computer workstations.
 - 7. Configuration of supported personal computers and district-owned mobile devices to function in a network environment.
 - 8. Troubleshooting computer workstation and peripheral equipment problems, documentation and submission of information for items needing repair.
 - 9. Identification of application software problems and reporting to appropriate parties if needed.
 - 10. Workstation hardware and software upgrades, as required.
 - 11. Network Services program summary to be reviewed with District twice annually.
- **B.** Firewall Support. OESD 114 Network Support Services will administer and maintain the District's firewall appliance which consists of (1) changes to firewall configuration; (2) firmware upgrades and configuration backups; (3) periodic review of firewall functionality; (4) fault isolation to identify and correct problems; and (5) any other services directly related to maintenance of the currently installed firewall appliance.

C. Enhanced Server Support Services. OESD 114 Network Support Services will administer and support the physical or virtual file servers beyond core servers that provide main file storage and domain and other basic network functions such as DNS and DHCP, which are included in the functions covered in Basic Services. Enhanced server support services consist of: (1) security maintenance, including anti-virus and operating system updates and application of security patches; (2) maintenance of system documentation; (3) periodic upgrades to the servers included under service contracts, as released by the relevant software manufacturer; (4) local machine account administration; and (5) performance of data backups. The District is responsible for providing backup software upgrades and blank media, if required.

Duties of OESD 114 Applicable to Appendix D Services

D. Service Timing. The cost for Basic Services provided under Appendix D are based on the average number of days per week a technician will be in the district for the period covered by this contract, with each day per week equating to .2 FTE on a 260 days per year basis. OESD 114 may exclude up to six days per contract year for holidays and vacation or sick leave for OESD 114 personnel providing services. The cost for Firewall Support and Enhanced Server Support Services are on a per machine supported basis.

Duties of the District Applicable to Appendix D Services

- **E. Primary Contact**. The District will designate an individual to be the primary point of contact for communications.
- **F. Costs Not Covered**. Software licenses and equipment acquisition, replacement and maintenance costs are not included in the services provided by OESD 114. These costs are excluded from this contract and are the sole responsibility of the District.

APPENDIX E Certification Services

Appendix E Service Details

OESD 114 will provide the following regional certification services to the personnel of the District, at no cost to the District personnel:

- A. **Certification Assistance**. OESD 114 will provide support to personnel of the District by phone, email, or face-to-face during the application process.
- B. **Computer Access**. OESD 114 will provide access to a public computer that applicants can use at the OESD (located on second floor of Conference Center).
- C. **Temporary Permits**. OESD 114 will issue 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.

Duties of the District Applicable to Appendix E Services

- D. **Communication**. The District will assist OESD 114 in communicating supports and services available to district personnel who would be served under this Agreement. The District should communicate that this Agreement does not replace fees due to OSPI for certification, and that to have an allowable permit printed by OESD, the application must be complete and OSPI fees must be paid.
- E. **Excluded Participants**. If the District does not elect to participate in the Certification Services program, the District will notify their personnel that they will be subject to a service fee of \$45 per certification transaction.

APPENDIX F Clock Hour Services

Appendix F Service Details

OESD 114 will provide the following regional Clock Hour Services:

- A. **Clock Hours**. 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. OESD 114 will maintain a record of evaluations for each clock hour class offered.
- B. **Registration and Record Keeping**. OESD 114 will register teachers' clock hours and maintain a database of earned clock hours. OESD 114 will also provide transcripts to participating districts twice per year and provide transcripts to teachers upon request for a fee of \$5 per transcript.

APPENDIX G Western Regional Information Service Center

Appendix G Service Details

OESD 114 operates the Western Regional Information Service Center ("WRISC"), which provides hosting and user support for the fiscal and student information management applications used by Districts. The WRISC currently supports Skyward Web Management/Remote Desktop Service and Skyward Qmlativ (collectively referred to as "Skyward"). Skyward is currently hosted by Washington School Information Processing Cooperative ("WSIPC"), and the WRISC passes on the hosting cost to Districts. The WRISC provides the following services to the District:

- **A. Software And Hardware Services**. 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 through Friday from 8:00 AM until 4:30 PM, with closures on holidays that OESD 114 observes.
- **C. Trainings**. Trainings are provided to District staff throughout the year. General training sessions are offered at OESD 114 facilities in Bremerton and on the Olympic peninsula. Cyclical trainings are offered in advance of key district processing deadlines. Module trainings are offered based on highest level of interest by all Districts via a polling process, or to cover new functionality introduced in the software. Open lab sessions are offered so the District staff can work with an analyst on specific tasks. The District may request custom training sessions (not included in our regular training schedule) for an additional fee
- **D. Documentation**. WSIPC provides software educational materials available in digital and/or printed forms as needed by the WRISC 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**. The District may print reports onsite or, for an additional fee, at the WRISC central printing facility in Bremerton. The fee for printing at the central printing facility in Bremerton will include a charge for both printing and specialized forms, if applicable.

Duties of OESD 114 Applicable to Appendix G Services

F. Confidential Records. No records of the District will 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, will 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, will remain the property of the District and will 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 will 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. OESD 114 Access to Records**. OESD 114 staff, through their continued work of providing services to the District in the areas of data analysis, assessment, evaluation support, curriculum and technology services, request access to the District's data. In accessing or receiving this information, OESD 114 agrees that all the District's 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, OESD 114 agrees to only use the data and information for legitimate educational purposes, and will not disclose the information to another party without prior written consent. Identified staff at OESD114 will need to have access to:
 - 1. 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.
 - 2. 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.

Duties of the District Applicable to Appendix G Services

- **H. Rights In Computer Software**. The ideas, concepts, know-how, techniques, systems, designs, and application software developed by the WSIPC will be owned by the WSIPC. Any distribution of software to members for use on equipment owned by the District will not imply ownership by the District. Such distribution will only occur under programs approved by the Board of Directors of the WSIPC.
- I. Ownership of Instructional Materials. All rights, title, and interest in and to all instructional materials of the WRISC and WSIPC will remain the property of the WRISC and WSIPC respectively.
- **J. Fee Calculation**. The district will pay the annual fee in accordance with the terms of this Agreement and Appendix A-1, with the minimum prices as indicated in the Appendix.
- **K.** Additional Service Requests. For any projects estimated to take 12 or more hours for WRISC to complete that are considered outside the scope of basic service provisions as detailed above, the District may engage the WRISC to complete the project for additional fees on an add needed basis. Additional services available include: (1) non-emergency support outside of the standard working hours; (2) mentorship; (3) process improvement; and (4) temporary staff coverage. WRISC and the District will agree on the additional price of any services before WRISC begins additional projects.

APPENDIX H School Safety and Security Cooperative Services

Appendix H Service Details

A. School Safety and Security Deliverables

- 1. Improve the capacity of senior leadership in the District to prevent, prepare and respond to school emergencies by:
 - a. Assisting and serving as a liaison with the District, 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 may be 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 the Distrct 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 https://app.leg.wa.gov/RCW/default.aspx?cite=28A.320.127
- ii. Suicide prevention training for school counselors, school psychologists, and school social workers.
- iii. Facilitates partnerships and coordination between the District, 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.
- iv. Advisory Board Members prioritize services and training needs and provide direction to OESD staff to the cooperative.
- v. Priority seating for all training events.
- vi. Provide input into the Regional meetings (i.e. content, presentation/training topic)
- vii. Free registration fee.
- viii. Access to OESD SSC Website for up-to-date information, resources and activities
- ix. Consultation and Technical Assistance at no charge.
- x. Attendance at Regional meetings with fire and emergency services, law enforcement and mental health services professionals.

Duties of OESD 114 Applicable to Appendix H Services

- **B.** Cooperative Support. 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.
- **C. Prioritization and Expertise**. Continue to work with the Cooperative Advisory Committee to support school safety and security efforts and provide direction in prioritizing co-op activities. Provide a consistent level of service and expertise across the region to the District within the co-op in school safety and security efforts.
- **D. Training Timing**. Training under Appendix H is provided for the period from July 1, 2024 through June 30, 2025, with each subsequent contract covering the period from July 1 through June 30 of the next calendar year.

Duties of the District Applicable to Appendix H Services

- **E. District Contact**. The District will designate 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.

APPENDIX I Regional Crisis Support Team Services

Appendix I Service Details

- **A. Team Services**. The OESD 114 will provide the following services to the District.
 - 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 session(s_ 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(s) 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.

Duties of the District Applicable to Appendix I Services

- **B. District Contact**. To designate and support a district contact to: (1) work with the OESD assigned staff and provide two-way communication between the OESD staff and District in coordinating crisis responses; and (2) assist OESD assigned staff in arranging training for counselors and other appropriate staff on counseling crisis response supports and assist in promoting the training.
- **C. Lead Counselor**. 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

Appendix J Service Details

A. Student Assistance Professional. OESD 114 will assign a Student Assistance Prevention/Intervention Professional (SAP) to serve identified school full time. OESD 14 will also 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.

- 1. 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.
- 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.

Duties of the District Applicable to Appendix I Services

- **A. CPWI**. 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 Healthy Youth Survey (HYS) results including cumulative data. The 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 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 7th or 9th 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 Cooperative

Appendix K Service Details

- A. Finance and Budget. Each district participating in or wishing to participate in the SPED Cooperative will inform the OESD Special Services Director by April 1 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 SPED Cooperative for the following school year. The pricing listed in Appendix A-1 covers all costs related to the provision of services, including mileage and travel expenses, required materials, and professional development. OESD 114 owns all materials purchased by OESD 114 staff, and all materials are to be used solely for the purpose of providing services the school districts that participate in the SPED Cooperative.
- **B. SPED Cooperative Specialists**. OESD 114 provides the services listed below under the SPED Cooperative. Specialist staff will provide service to the District 8 hours per day which will include travel time commencing on a mutually agreeable date on or after September 1, 2024. OESD 114 will work with the District prior to August 15, 2024 to develop a mutually agreeable schedule.

Speech and Language	Audiology	Assistive Technology		
Therapy				
Occupational Therapy	Teacher of the Visually	Behavior Specialist		
	Impaired			
School Psychology	Orientation and Mobility	Teacher of the Deaf		
Physical Therapy	School Nurse	Special Education Teacher		
Social Worker				

- **C. FTE**. OESD 114 and the District agree that 1 FTE for a service provider is 200 days per year, and that a .1 FTE is equivalent to 20 days or 160 service hours per year. The OESD will also work in good faith to attempt to meet any increased need with available personnel. The District and OESD 114 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 per .1 FTE.
- **D. Service Logs:** The District recognizes OESD 114 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.
- **E. 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.
- **F. 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.

Duties of the OESD 114 Applicable to Appendix I Services

G. General Responsibilities. The general responsibilities of OESD 114 are as follows:

- 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. Ensure that staff who transport students in their personal vehicles meet all OESD requirements, including annual review of MVR, vehicle safety and parental approval process, including requirements of WA RCW 46.61.687, child restraint.
- 9. Provide and track timesheets of staff for district verification.
- 10. Provide staff for Extended School Year services if required by the student's IEP.

Duties of the District Applicable to Appendix I Services

- H. <u>General Responsibilities of the District.</u> 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. 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.
 - 5. Provide service provider with training on district IEP format, district systems and initiatives.
 - 6. Provide access to district IEP format.
 - 7. Provide master schedule of annual IEPs.
 - 8. Complete all local, state and federal reporting requirements.
 - 9. Provide an estimate of service needs for the following academic year, to the OESD by April 1.
 - 10. Fulfill their Child Find obligations.
 - 11. File all necessary documents to insure application and the receipt of funding by the granting source for compliance with state and federal regulations.
 - 12. Provide transportation services to students if OESD Co-operative services are not available in their school or district of residence.
 - 13. 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.
 - 14. District will provide case management for all students served by OESD.

APPENDIX L Financial Services

A. Payroll Processing.

- 1. District will provide payroll source documentation to OESD 114 staff by the 10th of each month, or the first business day after the 10th if the 10th falls on a weekend or holiday.
- 2. OESD114 staff will enter data, process payroll and provide payroll reports to the district for their validation within five business days.
- 3. District will review reports and instruct OESD114 to release their payroll prior to the 3rd business day before the pay date.
- 4. OESD114 will complete payroll processing and associated state reporting following district instruction to release their payroll.

B. <u>Personnel data entry</u>

- 1. District will provide source documentation for district employees to OESD114 staff.
- 2. OESD114 staff will enter employee information in the system and provide personnel reports for district review.
- 3. District will review and validate information.

C. Personnel Budgeting

- 1. District will provide source documentation and instructions to OESD114 staff.
- 2. OESD114 staff will create district personnel budget according to instructions provided by the district and provide reports for district review.
- 3. District will advise OESD114 staff if they would like changes made to the budget.
- 4. After OESD114 staff have completed changes they will provide updated reports to the district.

C. Annual Reporting

- 1. OESD114 staff will prepare employee W2s and submit W2 information to the federal government.
- 2. OESD114 staff will prepare ACA Forms 1095 for district and submit ACA information to the federal government.
- 3. OESD114 staff will prepare and submit S-275 personnel report to OSPI on behalf of the district and assist the district in identifying and correcting edits/errors reported by EDS.

APPENDIX M

Kitsap County Detention Center Cooperative Education Program and Clallam County Detention Center Cooperative Education Program

The Kitsap County Detention Center serves the following school districts:

Bainbridge Island School District No. 303

Bremerton School District No. 100-C

Brinnon School District No. 46

Chimacum School District No. 49

North Mason School District No. 403

Quilcene School District No. 48

Bremerton School District No. 100-C

Central Kitsap School District No. 401

North Kitsap School District No. 50

South Kitsap School District No. 402

The Clallam County Detention Center serves the following school districts:

Cape Flattery School District No. 401 Crescent School District No. 313

Port Angeles School District No. 121 Quillayute Valley School District No. 402

Queets School District No. 20 Sequim School District No. 323

- Introduction. 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. The District is 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. The District and OESD 114, along with the other school districts that utilize the relevant detention center, with this Agreement are creating a Detention Center Cooperative Educational Program according to the terms and conditions further described in this Appendix M.
- **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

The effective date for the beginning of this Agreement will be from September 1, 2024 through August 31, 2025.

- 1. This Agreement will 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 will 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 will notify the school districts prior to or no later than April 1 of any year.
- 2. All educational staff for the Cooperative will be employed by OESD 114 and will be subject to the policies and rules and regulations of the Board of Directors of OESD 114.

- 3. 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.
- 4. All program staff for the Cooperative will be employed by and situated within the boundaries of OESD 114.
- 5. 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.
- 6. Individual districts 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 as a result of an early termination of the Agreement. In the event of such unilateral termination without consent, the terminating party agrees to indemnify and pay other parties that have not agreed to the termination 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.
- 7. All assets acquired by OESD 114 and placed in service for the program during this Agreement will 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.
- 8. 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 will 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.
- 9. Each party agrees to indemnify the others against all liabilities and causes of action arising from its own conduct in carrying out this agreement.
- 10. OESD 114 will 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, will 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 will 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.

Attachment A 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 <u>not identified</u> 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.

APPENDIX N Fingerprint Services

Appendix N Service Details

A. Fingerprinting. OESD 114 will provide fingerprinting services required by OSPI for all district employees. The District agrees to pay the fingerprinting fees within 45 days of service completion. The District will check directly with OSPI for fingerprint status and clearances after OESD 114 completes the fingerprint submission.

FBI PRIVACY ACT STATEMENT:

The privacy act statement is located on the back of the FD-258 fingerprint card and can be found at the following website address:

https://www.fbi.gov/file-repository/privacy-act-statement-9-9-

 $\underline{13.pdf/view\#:} \sim : text = This\%20 privacy\%20 act\%20 statement\%20 provides, the\%20 FD\%2D258\%20 finger print\%20 card$