

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 2013 662

FRANKLIN COUNTY RESOLUTION NO. 2013 334

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE INTERLOCAL AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND THE KENNEWICK SCHOOL DISTRICT TO PROVIDE FOR REGULAR TEACHING AND EDUCATIONAL SERVICES TO YOUTH DETAINED OR ORDERED TO A DETENTION ALTERNATIVE SCHOOL PROGRAM AT THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER, and

**WHEREAS**, Darryl Banks, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the proposed Interlocal Agreement between the Benton-Franklin Counties Juvenile Justice Center and the Kennewick School District be approved as presented; and

**WHEREAS**, the new agreement was not received by the Kennewick School District until August 30, 2013 and is backdated to September 1, 2013 so that services are not disrupted **NOW, THEREFORE**,

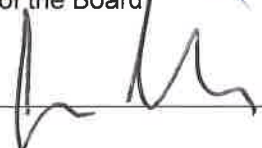
**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby are authorized to sign, on behalf of their respective county, the Contract between the Benton-Franklin Counties Juvenile Justice Center and the Kennewick School District; and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences September 1, 2013 and expires on August 31, 2015.

DATED this day 17<sup>th</sup> of September 2013

BENTON COUNTY BOARD OF COMMISSIONERS

  
Chairman of the Board

  
Member

**JAMES BEAVER-ABSENT**

Member  
Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:  
  
Clerk of the Board

DATED this 25<sup>th</sup> day of September 2013

FRANKLIN COUNTY BOARD OF COMMISSIONERS

  
Chairman of the Board

  
Chairman Pro Tem

  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:  
  
Clerk of the Board

2013 334

# Interlocal Agreement Between Benton and Franklin Counties

and

Kennewick School District #17

2013 334

## **1. Parties**

- 1.1. This Interagency Agreement (Agreement) is entered by and between Benton and Franklin Counties, political subdivisions of the State of Washington (Counties) on behalf of the Benton/Franklin Counties Superior Court, Juvenile Division/Benton-Franklin Counties Juvenile justice Center (BFJJC) and Kennewick School District #17, a municipal corporation of the State of Washington (District). The parties are located in and exist under the laws of the State of Washington.

## **2. Purpose and Recitals**

- 2.1. Authority. This Agreement is entered into under the Interlocal Cooperation Act, RCW Ch. 39.34 and, in accordance with RCW 39.32.040, shall be filed with the County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source prior to its entry into force.
- 2.2. Background. RCW 13.04.145 provides, "A program of education shall be provided for by the several counties and school districts of the state for common school age persons confined in each of the detention facilities staffed and maintained by the several counties of the state under this chapter and chapters 13.16 and 13.20 RCW. The division of duties, authority, and liabilities of the several counties and school districts of the state respecting the educational programs is the same in all respects as set forth in RCW 28A.190.030 through 28A.190.060 respecting programs of education for state residential school residents....."  

The District, with funding from the Office of Superintendent of Public Instruction (OSPI), provides regular teaching and educational services to youth detained or ordered to a detention alternative school program at the Benton-Franklin counties Juvenile justice Center Detention School Program (Program).
- 2.3. Purpose. This Agreement sets forth the mutual obligations and rights of the parties with respect to services provided by the District to juvenile offenders in Benton and Franklin Counties pursuant to RCW Ch. 28A.190 and RCW 13.04.145.

## **3. Responsibilities of the County**

- 3.1. Compliance With Statute. The counties shall comply with all applicable federal, state and local laws, rules and regulations in performing its duties under this Agreement.
- 3.2. Program Management. The Counties shall support the operation of the Program by providing appropriate staffing of custody officers, space for school operation and administration, telephonic communication equipment, and furnishings.
- 3.3. Operational Component. The Counties shall develop and implement safety policies for the Program.

- 3.4. Annual Meeting. The Benton-Franklin Counties Juvenile Justice Center Administrator or his/her designee ("Administrator") shall meet with the Superintendent of the District or his/her designee ("Superintendent") at least once yearly to evaluate the educational philosophy, established goals, utilization of personnel, and the effectiveness of the Program. The Administrator and Superintendent may make such changes to the program as they deem necessary, provided that any amendments to this Agreement are in accordance with paragraph 6.11 below.
- 3.5. Facilities. The Counties will provide the physical plant necessary to adequately house the Program, including basic furniture necessary for Program operation. The Counties will also provide associated maintenance for the facilities.
- 3.6. Support Services. When the Counties deems it appropriate, it shall provide technical Assistance and social service staff to facilitate the operation of the Program.

#### **4. Responsibilities of the District**

- 4.1. Compliance with Statute. The District shall comply with all applicable federal, state and Local laws, rules and regulations in performing its duties under this Agreement.
- 4.2. Administration and Implementation. The Superintendent shall administer and implement the educational component of the Program including, but not limited to, development, coordination, and monitoring of curriculum consistent with District standards. The Program shall consist of 180 regular days and 40 summer days for a total of 220 days per year.
- 4.3. Management. The District shall provide the Assistant Director of Alternative Education/Support Services, to coordinate and manage the educational component of the Program.
- 4.4. Personnel. The District shall hire and employ certified and classified personnel for the Program. The Superintendent shall be responsible for the District personnel. If the Administrator objects to any personnel assignment, the matter should be resolved in accordance with Paragraph 6.4 below. District personnel assigned to the Program shall receive compensation and benefits consistent with established District rates. Certified employees in the Program are required to be or working towards becoming highly qualified in their subject area/areas as per all certified District personnel.
- 4.5. Subcontractors, Specialists, Volunteers and Interns. The activities of any subcontractors, specialists, volunteers, and interns with the Program shall be coordinated and supervised by the Superintendent. The Superintendent shall be an academic liaison with other District programs and curriculum-related issues as they may contribute to the Program. A Prevention/Intervention (PI) Specialist's services are subcontracted from ESD 123 one day a week in the Program. The PI will make up ½ day if in the School if absent for trainings, meetings, or sickness on the scheduled day.
- 4.6. Testing and Assessments. The Wide Range Achievement Test (WRAT) is administered to all students in the Program on the first day of attendance or when the previous WRAT given is at least one year old. A different form of the WRAT is administered as a post-test if a student has been in the Program for 90 consecutive

days or longer. The STAR reading and MAP tests in reading and math are also administered to a portion of the students.

- 4.7. Data. Student information and testing scores are managed by a computer program, File Maker. The District computer program, Power School, tracks attendance, classes, and grades. A classified District employee in the Program tracks students once they leave the Program for Title 1 outcomes.
- 4.8. Budget. The District shall be responsible for preparation and administration of the education budget for the Program. The budget shall be processed through appropriate District and OSPi channels.
- 4.9. Audit. The District may, at its discretion or at the request of the Administrator, appoint an administrative person to audit or otherwise review the educational component of the Program for compliance with District standards.
- 4.10. Policies. All District personnel shall comply with the policies adopted by the Board of Directors of the District.
- 4.11. Meetings. Monthly Site Council Meetings are attended by Benton-Franklin Counties Juvenile Justice Center employees and District personnel to discuss, review and recommend changes to improve the Program. The Superintendent shall meet with the Administrator as described in Paragraph 3.4 above.
- 4.12. Criminal History Background Check and Acknowledgment of Sexual Misconduct. The District shall comply with the following other provisions for all services provided under this Agreement.
  - 4.12.1. Criminal History Background Check
    - 4.12.1.1. In accordance with Chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the District shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
    - 4.12.1.2. In addition, the District may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.
  - 4.12.2. Sexual Misconduct
    - 4.12.2.1. The District shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.
    - 4.12.2.2. The District shall ensure that written notification must occur within seven (7) days of a conviction of plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW

9.94A.030. Such notification will be directed to the office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W. Canal Pl, Suite 106, Kennewick, WA 99336-1388.

#### 4.12.3 Prison Rape Elimination Act (PREA)

- 4.12.3.1 The District will ensure that District Personnel, subcontractors, volunteers, and others who are acting on behalf of the District who have contact with the juveniles will attend annual PREA training as provided by BFJJC.

## 5. Program Funding

- 5.1. Funding. The Program shall be funded from those funds allocated to the District by OSPI. No other District funds shall be required for the Program. However, the Program may make available resources to assist the educational component of the Program. No Counties funds are required for the Program.
- 5.2. Property. All property purchased with District funds shall be inventoried by and remain the property of the District. All property purchased with Counties funds shall remain the property of the Counties.

## 6. General Terms

- 6.1. Duration. The duration of this Agreement is for the 2013-2014 school year and will continue in effect for the 2014-2015 school years until modified by mutual agreement or terminated.
- 6.2. Additional Terms. The Agreement must be reviewed and signed by all parties every two years. Any extension of this Agreement must be set forth in a written agreement mutually agreed to not later than the 15<sup>th</sup> of July immediately prior to the expiration of the Agreement.
- 6.3. Termination. The Agreement may be terminated by the mutual agreement of the parties hereto. In the event of failure of funding from any source or other non-appropriation of funds, either party may terminate this Agreement on five (5) days' written notice to the other.
- 6.4. Personnel Problems. In the event conflicts arise involving Counties' staff and District staff, the Administrator and the Superintendent will cooperate to develop a response. In the event conflicts arise involving only District staff, resolution of the problem and any disciplinary action shall be in conformity with District policy and procedures.
- 6.5. Collective Bargaining. The parties understand that the District is under a statutory obligation to bargain with collective bargaining representatives of certain of its employees who may be assigned to this Program, and that such employees may be covered by terms of the collective bargaining agreement. Nothing in this Agreement shall require the District to violate its duty to bargain with the collective bargaining representative, to breach collective bargaining agreement, or to cause the District to take actions inconsistent with adopted District policies.

- 6.6. Non-Discrimination. The Counties and the District will comply with all state and federal guidelines and/or regulations relating to discrimination, including but not limited to Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; American with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Educational Amendments of 1972, as amended.
- 6.7. Assumption of Risk. Each party shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of its officers, officials, and employees arising out of any duty performed, or not performed, while acting in good faith within the scope of this Agreement.
- 6.8. Independent Capacity. The employees or agents of each party who are engaged in the Performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- 6.9. Dispute Resolution. In cases of unresolved disputes in areas covered by this Agreement, the Administrator and the Superintendent will select a third person to form a three-person committee to attempt to resolve the dispute. In the event that the committee is unable to resolve the dispute, the parties may exercise any other available legal rights and remedies.
- 6.10. Governance and Severability. This Agreement is entered into pursuant to and under the laws of the State of Washington. This Agreement shall be construed to conform to those laws. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
- 6.11. Entire Agreement. This Agreement contains the entire understanding of the parties and shall not be modified in any manner except by written agreement signed by persons authorized to bind each of the parties.

Benton-Franklin Juvenile Justice Center

District

Darryl Banks 8/30/13

Dave Bond 8/15/13

Darryl Banks  
Court Administrator

Date

Dave Bond  
Superintendent

Date

**Benton County Approval**

Approved as to Form:

Stephen J. Hallstrom

Stephen Hallstrom,  
Civil Deputy Prosecuting Attorney

Date 080513

By: Shon Small

Name: Shon Small

Title: Chairman, Board of Commissioner

Date: 9-17-13

Attest:

Clerk of the Board: Marilyn Flores

**Franklin County Approval**

Approved as to Form:

Agreed Review Performed by Benton County

Ryan Verhulp,  
Civil Deputy prosecuting Attorney

Date \_\_\_\_\_

By: Rick Miller

Name: Rick Miller

Title: Chairman, Board of Commissioners

Date: 9-25-2013

Attest:

Clerk of the Board: Mary Withers

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