



Contract No.	_____
Dates:	
From	_____ To _____
Contract	
Amount\$	_____

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

PARTIES TO THE AGREEMENT

THIS AGREEMENT is made and entered into by and between Skagit/Islands Head Start & ECEAP of Skagit Valley College, hereinafter referred to as "Head Start" and the Concrete School District, hereinafter referred to as "District" pursuant to the authority granted by Chapter 39.34 RCW.

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

THEREFORE, IT IS MUTUALLY AGREED THAT: both parties will perform the following:

1. The District and Head Start will conduct Child Find throughout the school year. Head Start will conduct developmental screening on all children enrolled in the Concrete Center and will make referrals to the District for those children suspected of having special needs. The District will follow-up on referrals according to practices established by the District regarding identification, placement, and delivery of services to children with special needs.
2. One Head Start class, providing services for a total of up to seventeen (17) Head Start children will be provided in the Concrete Early Learning Center. Each class will meet for 6 ½ hours per day, five days per week. Starting and ending times will be mutually agreed upon by the parties to support separate transportation agreements.
3. Hold collaborative transition meetings to include the District, Head Start, and the parent(s) any time a child changes placement (into/out of Head Start or Special Services).
4. Share opportunities for a variety of trainings provided by the District and/or Head Start.
5. Inform the other party should any safety concerns arise, including but not limited to: restraining orders impacting enrolled children and threats that lead or may lead to lockdown or closure of the center or school.
6. Evaluate this agreement in the spring of 2022 to make recommendations regarding the continuation of the program for the 2022-2023 school year.

The District agrees to provide the following:

1. Participation in any individual team meetings needed to strategize planning for individual children on IEP's or with challenging behaviors
2. Inclusion of the Head Start teacher as a member of the IEP team when Head Start children are involved.
3. Special education, speech/language and occupational therapy instructional assistance in the classroom setting to children enrolled in Head Start on an IEP or other service delivery options as agreed upon by the Head Start Center Manager, District Special Education Director and the child's parent(s).
4. A District modular building for the Head Start program together with normal routine maintenance of that building. Damage or repairs beyond normal wear and tear to the District modular building will be the responsibility of Head Start.
5. All utility costs associated with the District modular building.
6. Transportation for Head Start children in accordance with the Transportation Agreement.
7. Space on School District property for the placement of the Head Start modular building through the 2021-2022 school year.
8. Use of the playground area that meets Federal and State guidelines and the mowing of all outdoor space.

Head Start agrees to provide the following:

1. A Center Manager who will oversee the implementation of all center activities, including both the preschool planning and supervision of a home-based Early Head Start provider located at the Concrete center, in compliance with Head Start Performance Standards, Policies and Procedures. The Center Manager will act as the on-location liaison as needed.
2. Funds for a Bus Monitor for the Head Start children transported on District buses in accordance with the Transportation Agreement.
3. Liability and accident insurance for children enrolled in Head Start.
4. Age-appropriate equipment and educational supplies.
5. Participation in the development and implementation of IEP's of Special Education-identified students.
6. Use of the Head Start-owned modular building for District programs, including normal maintenance of the building. Damage or repairs beyond normal wear and tear to the Head Start-owned building will be the responsibility of the District.
7. Janitorial maintenance service one time per year for floor waxing and carpet shampooing of the current occupied building.

STATEMENT OF WORK

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

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on September 1, 2021, and be completed on August 31, 2022, unless terminated sooner or extended, as provided herein.

PAYMENT

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

BILLING PROCEDURE

Both parties shall submit invoices to each other following the end of each calendar month for services provided during that month. Payment to the District for approved and completed work will be made by warrant or account transfer by the SVC/Head Start within 30-days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30-days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified or amended by written agreement executed by both parties.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONTRACT MANAGEMENT

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

The Program Manager for Head Start is: Mary Ellen Lykins, Director, Skagit/Islands Head Start, 2405 East College Way, Mount Vernon, WA 98273. Phone (360) 416-6598, Email: Maryellen.Lykins@skagit.edu.

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

DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

NEGLIGENCE

Each party to this Agreement will be responsible for its own negligent acts and/or omissions and the negligent acts and/or omissions of its own employees, officers or agents. No party will be considered the agent of the other and no party assumes any responsibility to the other for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

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.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors,

and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the SVC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

SEVERABILITY

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

TERMINATION

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

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

WAIVER

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

ALL WRITINGS CONTAINED HEREIN

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

_____ **SVC Authorized Signer (printed name)**

_____ **Agency Authorized Signer (printed name)**

_____ **Signature**

_____ **Signature**

_____ **Title** _____ **Date**

_____ **Title** _____ **Date**

Skagit Valley College
2405 East College Way
Mount Vernon, WA 98273

BUDGET ACCOUNT (required) _____ **145-161 -3461** _____

APPROVED AS TO FORM:

Signature on file

Assistant Attorney General