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# SNOHOMISH DETENTION CENTER EDUCATIONAL PROGRAM
## Agreement for Educational Instructional Services
## Between
## Snohomish County and Northwest Educational Service District 189

THIS AGREEMENT is made by and between **Snohomish County**, a political subdivision of the state of Washington (hereinafter referred to as the "County") acting on behalf of the Snohomish County Superior Court as delegated by Snohomish County, and **Northwest Educational Service District 189**, a Washington State political sub-division (hereinafter referred to as "NWESD"), for the purpose of providing educational instruction to juveniles confined within the Snohomish County Detention Center, also known as Denney Juvenile Justice Center (hereinafter referred to as "DJJC"), pursuant to NWESD's Interlocal Cooperative Agreements with local school districts in Snohomish County; and the rules and regulations identified in Chapter 28A.190 RCW, WAC 392.122.200, and federal US Department of Education, Title I Neglected-Delinquent.

NOW, THEREFORE, it is mutually agreed and understood:

## I. DESCRIPTION OF SERVICES

The NWESD agrees to provide and the County agrees to accept the educational services to be provided to juveniles detained in the DJJC. Said educational services are more clearly described in **Exhibit "A"**, attached hereto and incorporated herein by reference.

## II. CONSIDERATION

The NWESD will provide these services for the County, and the County hereby agrees to make DJJC available to the NWESD at reasonable hours for the provision of educational services to juvenile detainees. Whereas the NWESD is providing educational services in agreement with Snohomish County school districts, no fiscal considerations between the NWESD and County are required nor contained herein.

## III. GENERAL PROVISIONS

1) **Administration of Agreement:** The County hereby appoints and the NWESD hereby accepts the DJJC Assistant Administrator, as the County's representative for the purpose of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents related to this Agreement, to request and receive additional information from the NWESD, to assess the general performance of the NWESD under this Agreement, to determine if contracting services are being performed in accordance with the federal, state, or local law, and to administer any other right granted to the County under this Agreement.

2) **Extent of Agreement:** This Agreement contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

3) **Licensing in Compliance with Laws and Regulations:** The NWESD agrees that any and all individuals assigned to the County shall be licensed, certified, and/or accredited in compliance with all applicable federal, state, county, and municipal ordinances and statutes.

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4) **Safeguarding Client Information:** The NWESD agrees that there will be no disclosure of confidential information obtained from the County, except upon the written consent of the County.

5) **Assignment and/or Subcontracting:** The NWESD shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior approval of the County. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement unless otherwise specified in writing.

6) **Inspection:** The NWESD agrees that the County, by and through the DJJC Assistant Administrator, may make periodic inspections of the work product of the NWESD, including but not limited to writing, graphs, and other written materials of every nature whatsoever, which may be prepared, created or manufactured by the NWESD during the completion of this Agreement.

   The NWESD agrees to notify the County in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given by such individual, agency, or governmental unit, the NWESD agrees to notify the county as soon as it is practical of any inspection that has taken place.

7) Relationship of the Parties: The parties intend that an independent contractor relationship will be created by this Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with the NWESD. Employees of the NWESD are not entitled to any of the benefits the County provides for County employees. The NWESD will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. In the performance of the services herein contemplated, the NWESD is an independent contractor as to the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of inspection and review and to secure the satisfactory completion thereof.

   A minimum of one annual consultation with the NWESD Executive Director of Student Services and District Safety, or his/her designee, regarding education services shall be arranged by the Administrative Office or his/her designee.

8) **Communication:** Communications between the NWESD and the County shall be addressed to the regular place of business. In the case of the NWESD, the address shall be:

Jodie DesBiens, Executive Director
Student Services & District Safety
Northwest Educational Service District 189
1601 R Avenue
Anacortes, WA 98221
jdesbiens@nwesd.org

In the case of the County, communications shall be addressed to:

Andrew Somers, Superior Court Administrator
Denney Juvenile Justice Center
2801 10th Street
Everett, WA 98201-1414
Andrew.somers@snoco.org

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9) **Severability:** It is understood and agreed to by the parties hereto that if any part of this Agreement is illegal, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed as if the Agreement did not contain the particular illegal part. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Washington, said provision shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be modified to conform to such statutory provisions.

10) **Modification:** No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, executed by both parties.

11) **Venue Stipulation**: This Agreement has been and shall be construed as having been made and delivered within the state of Washington, and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the state of Washington, both as to interpretation and performance, and that any disputes related to enforcement of any provisions of this Agreement will be resolved pursuant to Article 19 delineated below.

12) **Non-Waiver of Breach**: The failure of the County or the NWESD to insist upon strict performance of any of the covenants and agreements of this Agreement or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

13) **Reduction in Funding:** In the event that funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the NWESD may summarily terminate any portion affected by the funds withdrawn, reduced, or omitted, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice by the contracting agency or its representatives.

14) **Nature of Agreement**: The NWESD and the County hereby agree that this Agreement is for the performance of professional services and not a contract of employment. No employee of the NWESD shall become an employee of Snohomish County and shall not be entitled to any of the benefits provided to County employees, including, but not limited to, personnel services and/or grievance procedures, pension benefits, health and welfare, and/or unemployment compensation at County expense.

15) **Termination:** If either party fails to comply fully with the terms and conditions of this Agreement, the other party may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this Agreement in the manner specified herein:

A) Suspension: If either party is unable to substantiate full compliance with the provision of this Agreement, the other party may immediately suspend the Agreement pending corrective acts or investigation. This suspension clause is designed to ensure the security of DJJC.

B) This Agreement may be terminated by either party upon thirty (30) days' advance written notice of termination.

C) Both parties reserve the right to terminate this Agreement in whole or in part without thirty (30) days' written notice in the event expected or actual funding from the State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of the Agreement and prior to normal completion thereof.

16) **Terms of Agreement:** This Agreement shall be in full force and effect, unless sooner terminated under Paragraph 15 above, from the 1st day of September 2026, to the 31st day of August 2027.

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17) **Insurance**: During the term of the Contract, the NWESD and the County shall maintain in force at their own expense, the following insurance with an insurance company rated at least A-VIII or better in Best's Insurance Reports:

*Commercial General Liability* insurance written on an occurrence basis with limits of no less than one million dollars ($1,000,000) combined single limit per occurrence and two million dollars ($2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to, blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

18) **Accounting of Personal Property:** All property purchased by the NWESD with NWESD funds shall become and remain the property of the NWESD. All property purchased by the County shall become and remain the property of the County.

19) **Selection of Personnel:** The NWESD shall employ certified and classified personnel to be assigned to perform the services outlined in Exhibit "A" attached hereto. All individuals assigned by the NWESD shall undergo screening, security checks, and background investigations as deemed appropriate by DJJC. The County shall have the right to reject the appointment of any individual who fails to meet the security clearance to the satisfaction of the DJJC.

20) **Nondiscrimination/Anti-Harassment:** In performing its obligations under this contract, the NWESD shall comply with the county, state and federal guidelines and regulations regarding nondiscrimination and harassment involving any employee/student on the basis of race, color, sex, religion, ancestry, national origin, creed, marital status, age, sexual orientation, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or use of a trained dog or service animal by a person with a disability in employment, services, or any other regards.

21) **Dispute Resolution:** Disputes shall be resolved by a three-member committee. The representatives shall be selected by the NWESD and the County, each selecting one representative. Thereafter, the NWESD's representative and the County's representative shall select an impartial third party who shall serve as the third member of the committee. The purview of the Committee shall be limited to interpretation of the provisions of this Agreement and its decision(s) will be binding on the parties.

Disputes related to legal matters not addressed by this Agreement may be resolved through written amendment acceptable to both parties. Should such an amendment not be attained, either party may seek resolution through Skagit County Superior Court.

22) **Drug Free Workplace:** DJJC and its employees/agents shall perform all duties pursuant to the Contract in compliance with the intent of the NWESD Drug Free Workplace Policy. It shall be the Contractor's responsibility to obtain the policy if not otherwise provided.

23) **Background Checks:** By executing this Contract with the NWESD, the DJJC represents and warrants that each of its employees or agents shall have a record check through the Washington state patrol criminal identification system in compliance with RCW 43.43.830 through 43.43.834, 10.97.030, and 10.97.050 and through the Federal Bureau of Investigation before she or he has unsupervised access to any child. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card. If the applicant has had a record check within the previous two (2) years, Contractor may waive the requirement. NWESD may request documentation of record checks at any time during the term of the Contract.

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24) **Crimes Against Children:** The NWESD warrants that any of its employees or agents who has pled guilty or been convicted of any crime under RCW 28A.400.330 shall not have any contact with any child at a public school. Failure to comply with this section shall be grounds for immediate termination of this Contract.

25) **Family Educational Rights and Privacy Act (FERPA)**: DJJC agrees that it may create, have access to, or receive from or on behalf of the NWESD, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). DJJC represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Contract, (b) required by law, or (c) otherwise authorized by the NWESD in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which the DJJC protects its own confidential information; and (3) continually monitor its operations and take any action reasonably necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Contract.

26) **Headings:** The headings of each section of this Contract are provided only to aid the reader. If there is any inconsistency between the heading and the content of the paragraph or the context of the contract, the content or context will prevail.

27) **Facilities:** DJJC shall provide the physical plant and supports necessary to adequately house the educational program, including furniture and other facility equipment necessary to program supports and operation, pursuant to RCW 28A.190.040.

28) **Indemnification:** It is understood that this Agreement is solely for the benefit of the parties hereto and give no right to any other party. No joint venture or partnership is formed as a result of this Agreement. Each party agrees to be responsible and to assume liability for its own acts and omissions, and those of its elected officials, officers, agents or employees to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party; and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to each party.

29) **Safety Requirements:** All materials or equipment furnished by the DJJC or the NWESD will be required to satisfy any applicable requirements of the Occupational Safety and Health Act ("OSHA") and/or the Washington Industrial Safety and Health Act ("WISHA") in effect at the time of delivery. It shall be the responsibility of the entity furnishing said materials or equipment to comply with this requirement.

30) **Suspension and Debarment:** The parties to this Agreement certify, and each relies thereon in execution of this Agreement, that neither their entity nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment; and similar positions). Further, each party agrees to provide the other(s) immediate written notice if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. Each party's certification via the execution of this Agreement is a material representation of fact upon which each party has relied in entering

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into this Agreement. Should either party determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, it may terminate this Agreement in accordance with the terms and conditions therein.

By signing below, each party affirms that he has the legal authority to enter into this Agreement on behalf of the political subdivision he represents.

Signed by:
Andrew Somers 11/10/2026
6F8A4707D2794C7...

Andrew Somers, Administrator Date
Snohomish Superior & Juvenile Court

DocuSigned by:
Dr. Ismael Vivanco 11/10/2026
DEF5F61D5CAE402...

Dr. Ismael Vivanco, Superintendent Date
Northwest Educational Service District 189

Reviewed by:

Program Director: DS

Finance & Compliance: DS

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# EXHIBIT "A"

Educational services provided by the NWESD for Snohomish County Detention Center (aka DJJC), include a Washington State certified teacher and part-time administrator, whose responsibilities shall include the following:

1) Fiscal responsibility (in accordance with state and federal guidelines) for all educational program costs, including staffing, curriculum, instructional supplies and equipment, and technology;
2) Recruitment, employment and supervision of educational staff to adequately operate the educational program;
3) Ensuring that educational staff are subject to the policies and rules and regulations of NWESD, including teacher certification as required by the State of Washington and Title I, Part D funding;
4) Providing and maintaining equipment sufficient for internet capacity for student use, in cooperation with the DJJC safety and security policies, which restricts internet contact to educational sites, while protecting youth from accessing social media or other sites where they may incriminate themselves;
5) Assuring particular students receive an appropriate education, including services and timely initial evaluations or re-evaluations while they are detained at the county detention center, as specified in Chapter 392-172A WAC, rules for the provision of special education services;
6) Coordinating the exchange of educationally relevant student information between NWESD, the receiving school district, and the student's last known school of attendance to promote learning consistent with each student's learning continuum;
7) Maintaining student data (demographics, entry/withdraw dates, courses provided, and credits earned, etc.) in a secure online student information system;
8) Establishing appropriate instructional levels in major content areas through informal curriculum-based evaluations and formal evaluations as necessary;
9) Utilizing administrative technology to identify appropriate coursework aligned with Washington state grade-level standards for each student through Skyward, CEDARS, email and other on-line systems, to make contact with the student's resident school and/or through existing standardized assessment and/or on-site assessment of student knowledge and skills in major content areas;
10) Obtaining appropriate educational materials to assist students in maintaining and developing educational skills during detention;
11) Provision of state-required aspects of educational services, (e.g., student assessment, development of instructional program services, educational support services, record-keeping, and yearly reports to OSPI);
12) Providing data-based instructional programs for DJJC students in basic skills, including reading, math, language arts and to the extent practical, prevocational and vocational programs, social and behavioral skills;

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13) Providing written reports to OSPI administration as requested;

14) Supervising instructional assistants in teaching/learning activities;

15) Contracting or subcontracting with other entities, as needed to provide educational program services (e.g., GED preparation, pre-employment and vocational preparation, counseling and services) which,

a) Build partnerships with local school districts, businesses, social services, families, Juvenile Detention Education Program personnel and probation to provide youth with assistance in the areas of education and employment, acknowledging special education services and alternative placements.

b) Provide students with the opportunity to build educational and/or vocational goals.

c) Instruct students in pro-social skills, and

d) Inform students about educational and career opportunities prior to their transition;

16) Maintaining liaison relationship with DJJC, Snohomish County school districts, NWESD, and other agency representatives in providing educational services; and,

17) Cooperating with DJJC corrections officers in counseling services, crisis intervention, and physical safety and security procedures as defined in the Snohomish County, DJJC Policy Manual.