



CUSTOM AGREEMENT

Educational Services for EGCC

DCYF Agreement Number:
1965-60491

This Agreement is by and between the State of Washington Department of Children, Youth and Families (DCYF) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program Contract Number:

Contractor Contract Number:

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
Issaquah School District			
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DCYF INDEX NUMBER
5150 220th Ave SE Issaquah, WA 98029		600-200-375	28487
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Ron Thiele	(425) 837-7002		
DCYF ADMINISTRATION	DCYF DIVISION	DCYF CONTRACT CODE	
Department of Children, Youth, and Families	Children, Youth and Families	2084LC-65	
DCYF CONTACT NAME AND TITLE		DCYF CONTACT ADDRESS	
Del Hontanosas Grants & Contracts Manager		PO Box 45720 Olympia, WA 98504	
DCYF CONTACT TELEPHONE	DCYF CONTACT FAX	DCYF CONTACT E-MAIL ADDRESS	
(360)902-8087	(360)902-8108	hontadr@dcyf.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBER(S)	
No			
AGREEMENT START DATE	AGREEMENT END DATE	MAXIMUM AGREEMENT AMOUNT	
07/01/2019	06/30/2021	No Payment	
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: <input checked="" type="checkbox"/> Exhibits (specify): No Data Security Exhibit ; Exhibit A: Statement of Work - Educational Services for EGCC <input type="checkbox"/> No Exhibits.			
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DCYF only upon signature by DCYF.			
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
DCYF SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
		Del Hontanosas Grants & Contracts Manager	

SPECIAL TERMS AND CONDITIONS

1. **Definitions.** The words and phrases listed below, as used in this Agreement, shall each have the following definitions:
- a. "Agreement" means the entire written agreement between DCYF and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this Agreement in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this Agreement shall be the same as delivery of an original.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contractor" or "District" means the Issaquah School District performing services pursuant to this Agreement and includes its owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Agreement. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - d. "DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children, Youth, and Families statewide agency contracting procedures, or their appropriate designee.
 - e. "DCYF Contracts Department" means the Department of Children, Youth, and Families statewide agency headquarters contracting office, or successor section or office.
 - f. "Department of Children, Youth, and Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington State's youth and their families, operating directly or through its Division of Juvenile Rehabilitation or "JR".
 - g. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - h. "FTE" means full-time equivalent youth enrolled in school programming.
 - i. "Institution" means the juvenile facility located within the Issaquah School District, which is operated by JR.
 - j. "Institution Superintendent" means the Appointing Authority for the Institution. At all times mentioned herein, all references to the Institution Superintendent shall include his/her designee.
 - k. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.
 - l. "OSPI" means Office of the Superintendent of Public Instruction.
 - m. "Party" means Contractor/District or DCYF. "Parties" is the plural of Party.
 - n. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security

Numbers, driver license numbers, other identifying numbers, and any financial identifiers.

- o. "PREA" is the Prison Rape Elimination Act of 2003. The Act addresses the problem of sexual abuse of persons in the custody of U.S. correctional agencies. PREA calls for Federal, State, and local corrections systems to have a zero-tolerance policy regarding prison rape in prisons, jails, police lock-ups, and other confinement facilities. The Act requires development of standards for detection, prevention, reduction, and punishment of prison rape. It standardizes collection and dissemination of information on the incidence of prison rape and awards grants to help State and local governments implement the Act's provisions.
- p. "Regular Access" means unsupervised access to a juvenile(s), for more than a nominal amount of time that is the result of the person's regularly scheduled activities or work duties.
- q. "RCW" means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
- r. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- s. "School" means the school at the Institution, operating under this agreement.
"School Supervisor" means the responsible person for the daily operations of the school and its personnel.
- t. "School District Superintendent" means the superintendent of schools for the Issaquah School District. At all times mentioned herein, all references to the District Superintendent shall include his/her designee.
- u. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement.
- v. "Teacher", as mentioned herein, means the staff hired by the District to teach at the Institution.
- w. "WAC" means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
- x. "Youth" as mentioned herein, means youth(s) of the Institution.

2. Amendment. This Agreement may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. Assignment. Neither Party may assign this Agreement to a third party without the prior written consent of the other.

4. Background Checks and Sexual Misconduct.

- a. Background Check/Criminal History - In accordance with Chapters 388-700 WAC (JR-Practices & Procedures), 72.05 RCW (Children & Youth Services), and by the terms of this Agreement, and each of District's employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JR approved criminal history and background check.

Background checks must be performed every five (5) years in accordance with the Prison

Rape Elimination Act (PREA) Standard 115.317(e). The District will be required to provide written assurance of this background check compliance standard yearly that each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.

In addition, each of the District's employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JR approved criminal history and background check.

By execution of this Agreement, District affirms that each of District's employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:

- (1) Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);
- (2) Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JR; or
- (3) Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).

District must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who have reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. District shall also document background checks/criminal history clearances for monitoring purposes.

- b. Sexual Misconduct - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a contractor and an offender has occurred, the Secretary shall require the employee of a contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.

By execution of this Agreement, District affirms that it and each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).

In addition, the Secretary shall disqualify for employment with a contractor in any position with access to an offender, any person:

- (1) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or
- (2) Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender.

If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the District must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The Agreement shall not be renewed unless the Secretary determines significant progress has been made.

5. **Child Abuse and Reporting Policy.** During the performance of this Agreement, the District and its employees shall comply with their requirements specified in RCW Chapter 26.44.
6. **Compliance with Applicable Law.** At all times during the term of this Agreement, the Parties shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
7. **Confidentiality.**
 - a. The District shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Agreement for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
 - (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
 - b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information as it would with other educational records.
8. **Debarment Certification.** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DCYF if, during the term of this Agreement, Contractor becomes Debarred. DCYF may immediately terminate this Agreement by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
9. **Disputes.** Both DCYF and the Contractor ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DCYF ("Secretary") and the Contractor's Agency Head ("Agency Head") or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, such remaining disputes will be subject to litigation in Thurston County Superior Court.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute, subject to the termination rights specified herein.

10. **Governing Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
11. **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.
12. **Inspection.** The Contractor shall, at no cost, provide DCYF and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DCYF client records, wherever located. These inspection rights are intended to allow DCYF and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Agreement terms. These inspection rights shall survive for six (6) years following this Agreement's termination or expiration.
13. **Insurance.** JR certifies that it is self-insured under the state of Washington self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The District certifies that it has adequate insurance to cover losses for which it may be found liable.
14. **Maintenance of Records.** The Contractor shall maintain records relating to this Agreement and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. All records and other material relevant to this Agreement shall be retained for six (6) years after expiration or termination of this Agreement.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
15. **Nondiscrimination.** During the performance of this Agreement, the Parties shall comply with all federal and state nondiscrimination laws and regulations.
16. **Order of Precedence.** In the event of any inconsistency or conflict between the Special Terms and Conditions and the Exhibit A of this Agreement, the inconsistency or conflict shall be resolved by giving precedence to the Special Terms and Conditions.
17. **Period of Performance.** Subject to its other provisions, the period of performance of this Agreement shall commence and continue in full force through the time period designated by the Agreement on Page one. The Agreement shall be reviewed annually by both parties.

- 18. Severability.** If any term or condition of this Agreement is held invalid by any court, the remainder of the Agreement remains valid and in full force and effect.
- 19. Survivability.** The terms and conditions contained in this Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive.
- 20. Statement of Work.** Subject to the provisions of this Agreement, the District shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit A: Statement of Work – Educational Services for EGCC.
- 21. Subrecipients.**
- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
 - b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - (1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a “Summary Schedule of Prior Audit Findings” reporting the status of

all audit findings included in the prior audit's schedule of findings and questioned costs.

22. Termination.

- a. **Default.** If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. **Convenience.** Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. **Payment for Performance.** If this Interlocal Agreement is terminated for any reason, DCYF shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

- 23. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement. Only the DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DCYF.

Statement of Work

Educational Services for EGCC

1. Purpose.

This agreement shall define the respective responsibilities and areas of collaboration between JR, and the Issaquah School District (District), as it specifically relates to the provision of educational services to youth under supervision at the Juvenile Rehabilitation's Echo Glen Children's Center (Institution).

2. District Responsibilities.

- a. The District's duties and authority to conduct a school education program at the institution is governed and restricted by RCW 28A.190.010, incorporated by reference herein;
- b. The District shall provide educational services consistent with the requirements of RCW 28A.190.010;
- c. The District shall furnish personnel and services consistent with state funding provided to it in support educational services at the Institution in accordance with RCW 28A.190.010, subject to the provisions of subparagraph 3.f, below;
- d. The District may consult with the Institution Superintendent in the hiring of school education program administrative staff, establishing educational curriculum goals and class schedules, and assessing the educational needs of the youth population;
- e. To the extent funding provided to the District in support of educational programs at the Institution will allow and subject to the provisions of subparagraph 3.f, below, the District agrees to provide for a 220-day school education program distributed through the year to enable all youths a proportionate number of school days. The schedule may be negotiated with the Institution Superintendent;
- f. The District may allow consultation by the Institution Superintendent in the selection of teachers new to the school education program, addressing the need for highly qualified teachers. The District shall allow consultation by the Institution Superintendent when reassignment and reduction-in-force effects personnel in the school education program;
- g. The District may allow consultation by the Institution Superintendent on the performance and appropriate discipline of school staff when it pertains to the school at the Institution;
- h. To the extent funding provided to the District in support of educational programs at the Institution makes practical, the District shall purchase, lease, or rent, and provide textbooks, curriculum material, maps, audio/visual equipment, computers, printers, and other instructional equipment, materials and supplies deemed necessary by the District for the conduct of the school education program. The District retains ownership of these materials;
- i. District staff shall conform to the safety and security rules and procedures of the Institution as well as the Institution's standard for professional treatment of youth;

- j. The District and JR are responsible for the control of youth while participating in a program of education conducted pursuant to this agreement and the discipline, suspension or expulsion of youth for violation of reasonable rules of conduct adopted by the District, subject to the following limitations:
 - 1. The District shall use discipline measures commensurate with those of the Institution, and that support the goals of the school and Institution. The District shall use more tolerance and understanding of aberrant behavior by the youth than it would in a regular educational program.
 - 2. Consult with available institution staff in the event of suspension or expulsion and communicate decisions to the appropriate administrative staff at the earliest possible time;
- k. The school supervisor shall report exceptional Institution related performance issues of the Institution staff, positive and negative, to the Institution's Superintendent;
- l. The District shall maintain youth records pertaining to youth academic needs and progress. The District will ensure teachers share youth progress toward educational goals with JR counseling staff;
- m. The District shall share data points as requested for Performance-based Standards, National Commission on Correctional Health Care, American Corrections Association, and/or other entities to which JR reports data;
- n. The District will consult as necessary and applicable with the Institution on:
 - 1. Testing and assessments used;
 - 2. Meeting the State Standards for education programs; and
 - 3. Any and all sub-contracting; and
- o. PREA Requirements:
 - 1. All District staff working at the Institution and in direct contact with the Institution residents shall participate and complete all PREA required trainings for District staff.
 - 2. All District Staff working at the Institution will be required to complete the PREA Sexual Misconduct Form (DCYF 20-296) prior to working with the Institution residents.
 - 3. District Staff must immediately disclose any incidents of sexual misconduct to the Institution Superintendent, if incidents occur in the period between background checks.

3. DCYF and JR Responsibilities.

- a. JR shall provide safe and healthy buildings necessary to conduct the school educational program for the youths of the Institution, as specified in this agreement and as set forth in RCW 28A.190.040 incorporated by reference herein. JR retains ownership of buildings and equipment purchased or provided to the District for use within the facility;
- b. The provision of heat, lights, telephone, janitorial services, repair services and other support services for the building spaces, JR owned equipment and fixtures provided for in this section;
- c. Pursuant to "District Responsibilities, j." above, JR shall respond to and provide assistance in dealing with disruptive youth behavior;

- d. JR shall appoint JR staff to planning and program committees of the school education program, as requested by the District to maintain communication, improve youth outcomes, and implement the conditions of this agreement;
- e. JR shall comply with RCW28A.190.060, incorporated by reference herein;
- f. DCYF shall provide to the District an amount of funding for each school year at Echo Glen that corresponds to no less than the number of residents it specifies in written notice issued to and received by the District no later than April 15th each school year. Notwithstanding any other provision of this Agreement, DCYF's failure to provide at least said minimum level of funding shall constitute DCYF's authorization for the District to cease or reduce educational services at Echo Glen, as determined in the District's discretion;
- g. JR shall make all reasonable efforts to have all youth administered and/or made available for those tests or assessments that typically would be the responsibility of the parent, and are necessary for the definition of the appropriate educational placement;
- h. JR shall provide training to school staff in the areas of juvenile justice, behavior management and control, institution operations and program, safety and security rules of the institution, and Integrated Treatment Model case management;
- i. The Institution's Superintendent shall report exceptional school related performance issues of the school staff, positive and negative, to the school supervisor;
- j. JR shall consult with School District Superintendent in the hiring of Institution Superintendent; and
- k. PREA Requirements:
 - 1. Verify all District staff working at the Institution and in direct contact with the Institution residents have participated and completed all PREA required trainings.
 - 2. Obtain from all District Staff working at the Institution the completed PREA Sexual Misconduct Form (DCYF 20-296) prior to District staff working with the Institution residents.
 - 3. The Institution Superintendent will follow-up immediately on disclosure of any incidents of sexual misconduct by District staff if incidents occur in the period between background checks.

4. **Attendance in the Academic School Program.**

In order to provide a proper education pursuant to this agreement, the Institution shall require appropriate youths to regularly attend the school education program.

5. **Annual School Education Program Assessment.**

The School District Superintendent and the Institution Superintendent shall conduct an annual joint program review no later than March 15th of each year, to communicate equipment needs and establish goals and objectives for the ensuing school year.