

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
LAKE WASHINGTON SCHOOL DISTRICT AND ISSAQUAH SCHOOL DISTRICT**

WANIC Skill Center Sports Medicine Program at Issaquah High School

1. Parties.

This Educational Cooperative Agreement (“Agreement”) is entered into by and between Lake Washington School District, herein referred to as LWSD, as the Host District of the Washington Network for Innovative Careers Skill Center, herein referred to as WANIC and Issaquah School District herein referred to as ISD both political subdivisions of the State of Washington.

2. Purpose.

The purpose of this Agreement is to provide WANIC Skill Center satellite program at Issaquah High School (“Program”) provided both parties mutually agree that there is adequate enrollment to offer the Program. This satellite program is a regular WANIC Skill Center program open to all eligible high school students. This program will provide an opportunity for students to explore a career in this pathway. Emphasis will be placed on learning basic skills in this area of study. In addition, students will acquire skills like team building, decision making and problem solving. The Programs will also emphasize 21st century skills. All curriculum must be pre-approved by the Office of Superintendent of Public Instruction (“OSPI”).

Funding for this program shall be in accordance with state funding apportionment received by LWSD for students participating in the Program.

WANIC and ISD thus agree to the following:

3. Term.

This Agreement shall commence on September 1, 2024 and continue through the end of the regular WANIC 2024-2025 school year, unless terminated earlier as provided for in Paragraphs 4.7 (pertaining to prohibited employment) or 12 (pertaining to termination/written notice) below. This Agreement may be renewed for successive one (1) year periods upon mutual written agreement by the parties.

4. ISD Rights and Responsibilities:

4.1 Access. ISD shall provide a right of access to ISD documentation, as it pertains to this Agreement, to WANIC, its officers, agents and employees, and to any other agent or official of the federal, state or local governmental authorities, at all reasonable times, for the purpose of auditing, monitoring and/or evaluating performance and compliance with this Agreement.

4.2 Equipment and Supplies. ISD shall provide the necessary WANIC pre-approved instructional equipment and supplies for Program training. ISD shall be responsible for the good and safe working order and maintenance of all such ISD equipment and supplies used in the performance of this Agreement.

4.3 Educational Services.

4.3.1 Staffing. ISD shall provide a career and technical education certified instructor in accordance with WAC 181-77-031 and WAC 181-77-041 to deliver instructional and student supervision services for the Program at Issaquah High School. All required career and technical education certification requirements of OSPI for the Sports Medicine program instructors shall be maintained by the ISD instructor during the Program. The instructor, or a ISD certificated substitute for any absence of the instructor, shall be present at all times during the Program activities, including Program field trips away from the Issaquah High School. The ISD instructor shall provide services directly in support of the Program, including, but not limited to, supervision of the students in the Program. WANIC shall participate in the selection and/or assignment of the ISD instructor for the Program. In addition:

4.3.1.1 The instructor shall solely be an employee of ISD and not an employee of WANIC. ISD has the obligation and right to direct and control the instructor as to how he or she goes about performing his or her duties on a day to day basis. ISD shall be responsible for the hiring, training, supervision, evaluation, discipline, and dismissal of its employees and all payroll related matters, including, but not limited to, federal income tax withholding, FICA, department of retirement systems contributions, workers compensation coverage, unemployment coverage, and other related payroll responsibilities.

4.3.1.2 The instructor shall be responsible for assuring the student participants are reasonably supervised and trained, and are provided appropriate equipment, such that the students may engage in the Program activities free from unreasonable risk of physical injury.

4.3.1.3 The instructor shall have the ability to deal effectively with students.

4.3.1.4 The instructor shall have the ability to provide good quality educational services in the area of Sports Medicine. The education, background, experience, interest level, and communication skills of the instructor shall be of high caliber so that the instructor can effectively and accurately provide teaching services.

4.3.1.5 The instructor shall be responsible to schedule education to maintain certification requirements of OSPI for Sports Medicine program instructors and renew such certification in accordance with state law at no expense to WANIC.

4.3.2 ISD agrees to provide the educational services for the Program, including certificated instructor(s).

4.3.3 ISD agrees to collect and forward grades and attendance records to the WANIC Skill Center.

4.3.4 ISD shall provide for all record checks and fingerprinting for all ISD employees or substitutes. The ISD instructor shall require all volunteers associated with the Program who may have unsupervised access to students in the Program to go through a volunteer background record check at ISD expense.

4.4 Instruction Program Specifics. An ISD certified instructor shall provide for the following minimum instruction to students in the Program:

4.4.1 School Year Course. WANIC Skill Center schedules 150 minutes of instruction plus 30 minutes of allowable transportation per day to arrive at a Program total of 540 instructional hours per Skill Center student in the instruction per year.

4.4.2 Shall utilize an approved WANIC Skill Center curriculum.

4.4.3 Shall follow and conform to all WANIC policies and procedures during the Program to the extent they do not conflict with the policies and procedures of ISD.

4.4.4 Shall provide instruction in compliance with the regulations established by the State of Washington.

4.4.5 Shall file for approval by the WANIC Skill Center Director a copy of Skill Center student behavior, attendance and grading expectations prior to the first day of class.

4.4.6 Shall file with the WANIC Skill Center Director a calendar to include: instructional days, hours of instruction, and time allocations devoted to theory/lecture, and guided practice.

4.4.8 Shall provide course objectives, including student leadership competencies, and requirements to all Skill Center students prior to entry into the Program.

4.4.9 Shall provide progress reports as defined by the WANIC Skill Center Director for the duration of the Program for all Skill Center students in attendance at the completion of the Program or as requested.

4.4.10 Shall be responsible for the supervision of students and instruction of students as to appropriate safety standards.

4.4.12 Shall not promote participation in non-WANIC sponsored activities during Program hours.

4.4.13 Shall disclose to students and parents that any non-WANIC sponsored activities are not sponsored in any way by WANIC.

4.4.14 Shall, in addition to instruction, provide supplemental supplies and materials as required for the class.

4.5 Record Keeping and Accounting.

4.5.1 Accounting. ISD shall provide adequate record keeping and reporting, as required by federal, state and local laws, which shall include, but not be limited to the following:

4.5.1.1 ISD has and shall maintain policies and procedures covering nondiscrimination, personnel policies, staff duties and job descriptions, governance board duties and function and assurance of staff requirements and any other policies or procedures that may be required in order for the parties to conduct the activities contemplated by this Agreement.

4.5.1.2 ISD shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct costs expended in the performance of the services contemplated by this Agreement. These

records shall be subject to inspection, review or audit by personnel of WANIC, the Office of the State Auditor, or other federal or state officials as authorized by law. The financial records of this Agreement shall be retained in accord with Washington state law and appropriate OMB Circular Guidelines.

4.5.1.3 ISD shall permit auditors (as defined in the OMB Circulars) to have access to the records and financial statements as necessary to comply with the appropriate OMB Circulars and this Agreement. Annual audit by Washington State Auditor shall be deemed compliant with this requirement.

4.5.1.4 ISD shall be responsible for any audit exceptions or disallowed costs incurred by its school district in their performance under this Agreement. Disallowed costs shall be refunded by ISD to WANIC, provided that ISD agrees that the costs are disallowed. Further, ISD shall be responsible for any error, omission, negligence, failure to act, or failure to act correctly whether directly or indirectly in ISD's reporting as stipulated in Paragraph 4.6 (pertaining to reporting).

4.6 Reporting.

4.6.1 ISD agrees to take student attendance every school day.

4.6.2 ISD agrees to provide to the Skill Center within two (2) days of Program semester completion, the names of all Skill Center enrolled students and the total number of actual hours and days in attendance earned by each Skill Center student in the Program. Enrollment reporting shall be done by WANIC in accordance with the OSPI Enrollment Reporting Handbook.

4.6.3 ISD agrees to provide the state student identifier number and other pertinent data required by Washington State CSRS / CEDARS reporting for all Program students.

4.6.4 ISD agrees to provide the certificate number of the instructor assigned to this Program along with any necessary information for reporting data on the Washington State form S-275.

4.7 Prohibited Employment. Pursuant to RCW 28A.400.330, ISD shall prohibit any employee or substitute of ISD from working at a public school who has contact with children at a public school during the course of his or her employment, if such individual has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322. ISD shall engage in due diligence to learn whether any of its employees or substitutes have pled guilty or been convicted of any such crime and shall require their employees and substitutes to self report to ISD any such plea or conviction. Any failure to comply with this section shall be grounds for immediate termination of this Agreement by WANIC, notwithstanding any other provision in this Agreement.

5. WANIC Rights and Responsibilities:

5.1 Support Services Provided Through the WANIC Skill Center.

- 5.1.1 Shall process all WANIC Skill Center student enrollment in the Program through the Skill Center. WANIC may assess course fees to students enrolled in the Program.
- 5.1.2 Shall provide coordination of enrollment and required OSPI reports for the Program.
- 5.1.3 Shall oversee the quality of the Program, curriculum delivered and advising services to high school counselors and students.
- 5.1.4 Shall provide coordination of the development, implementation, and evaluation of the Program.
- 5.2 Monetary Payment. WANIC shall pay ISD 95% of the WANIC program FTE apportionment received for students enrolled in these satellite programs. This payment shall be reduced by ISD's share of the WANIC operating costs.
- 5.3 Monitoring. WANIC will monitor ISD compliance with the Agreement requirements. Monitoring will include reviewing reports, performing site visits to review financial and programmatic records and observe operations, reviewing audit results, evaluating audit findings and any corrective action plan, and any other procedures deemed necessary.

6. Rights and Responsibilities of All Parties:

- 6.1 Compliance with Rules and Laws. The parties shall comply with all laws, ordinances and regulations of governmental bodies applicable to the Program as well as applicable local policies and procedures. WANIC property are tobacco-free, drug-free, and weapon-free environments. All personnel shall conform to this policy at all times while on WANIC premises.
- 6.2 Record Checks. Any applicant or employee of the parties who will have regularly scheduled unsupervised access to children pursuant to this Agreement, shall be required to complete a record check through the Washington State Patrol Criminal Identification System, under RCW 43.43.830-.834, RCW 10.97.30 and .50, and through the Federal Bureau of Investigation before hiring and prior to unsupervised access to children. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card.
- 6.3 Volunteer Record Checks. Any volunteers serving on behalf of any party for purposes of this Agreement, who may have unsupervised access to students in the Program, shall be required to go through an ISD volunteer background record check at ISD expense.
- 6.4 Cooperation/Communication. The parties acknowledge that regular ongoing communication is vital to the success of the collaborative nature of this Agreement. The following joint meetings of the parties shall occur throughout the term of this Agreement:
 - 6.4.1 Team Meeting. WANIC and ISD staff involved with the direct provision of educational services shall meet as needed to address issues regarding delivery of services under this Agreement.
 - 6.4.2 Program Review. Representatives from WANIC and ISD shall complete a Program evaluation at the end of the each school year program to assure compliance with this Agreement. Parties shall meet as needed to establish goals and objectives.

6.4.3 Program Assessment. ISD shall cooperate with WANIC in the assessment of the impact of the program as requested by WANIC.

6.4.4 Coordinator of Services. Each party hereby designates the following persons to be their Coordinator of Services:

WANIC Director – 425-739-8400

ISD CTE Director – 425-837-7046

6.5 No Dual Employment. Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the parties. The officers, agents, employees or volunteers of ISD shall not, for any purpose, be considered agents or employees of WANIC, whether by virtue of this Agreement or otherwise, nor shall they be entitled to any rights or privileges of employment with WANIC. ISD assumes exclusive responsibility for any and all actions, omissions, rights and obligations of their own respective officers, agents, employees or volunteers, hereunder, including without limitation, ISD shall have responsibility for the acts or omissions of the instructor assigned by ISD to the Program, and WANIC shall have no responsibility therefor. WANIC employees and students do not, by this Agreement, become agents or employees of ISD. Accordingly, WANIC employees and its students shall not be entitled to any rights and privileges established for employees of ISD, such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this Agreement.

6.6 Nondiscrimination/Anti-Harassment. In the performance of this Agreement, the parties assure compliance with the Lake Washington School District non-discrimination policy which reads: The Lake Washington School District does not discriminate on the basis of race, color, national origin, sex, disability, age, gender, marital status, creed, religion, honorably discharged veteran, military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability, in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

6.7 Indemnification/Hold Harmless/Duty to Defend. Each party to this Agreement is responsible for the acts and omissions of its own officers, employees, agents, and volunteers. Each party (“Indemnitor”) agrees to defend, indemnify, and hold any other party (“Indemnitee”) harmless from and against any claim, demand, suit, or cause of action, (hereafter “claim”), that may be asserted against the Indemnitee, if and to the extent the claim against the Indemnitee is based on the actual or alleged fault of the Indemnitor or the Indemnitor’s officers, employees, agents, or volunteers, and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both an Indemnitor and Indemnitee based on actual or alleged concurrent or shared fault of the parties, an Indemnitor shall not be required to indemnify the Indemnitee for the Indemnitee’s own proportionate share of fault. An Indemnitor shall pay all attorney fees and litigation expenses incurred by an Indemnitee in successfully enforcing the indemnification provisions of this Paragraph.

6.8 Insurance. During the term of this Agreement, the parties shall maintain in force at its own expense, the following insurance:

Worker's Compensation Insurance in compliance with Title 51 RCW;

General Liability Insurance on an occurrence basis, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the defense, indemnity, and hold harmless obligations provided under this Agreement;

There shall be no cancellation, material change, or reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from one party or its insurer(s) to the other parties. Each party shall furnish acceptable insurance certificates to the other. Such certificates shall include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level.

7. Confidentiality.

All parties acknowledge the obligations for maintaining the confidentiality of student records and access to the parents and students of such records in accordance with the Family Educational Rights and Privacy Act (FERPA).

8. Student Discipline.

ISD shall have the right to immediate temporary expulsion of students in urgent situations. ISD shall notify the Skill Center and home high school immediately in any and all student disciplinary actions and the home high school shall be responsible to impose discipline as necessary.

9. Student Transportation.

9.1 Transportation of Skill Center Students to the Program at Issaquah High School. Transportation to and from the Program will solely be the responsibility of each individual student.

9.2 Transportation of Skill Center Students on Field Trips. If and when students are participating in Program field trip activities, ISD shall be solely responsible for providing vehicles and appropriate vehicle operators for the safe and appropriate transportation of students from ISD facilities or the Issaquah High School to the field trip location and from the field trip location back to the ISD facilities or the Issaquah High School. ISD shall be responsible for the supervision of such students during said transportation. ISD may choose to discharge this obligation through arrangements with a third-party student transportation contractor. Vehicles used to transport students on field trips shall comply with all laws regarding the transportation of students, including, but not limited to, WAC 392-143-070.

All ISD provided vehicles (including those of ISD's third-party student transportation contractor) used to transport Program students to sites (such as field trips) shall be insured under a standard motor vehicle fleet and automobile liability insurance policy providing, without limitation, the following: (i) a combined single limit of not less than \$10,000,000 for bodily injury liability, property damage liability, and uninsured/under-insured motorist benefits; (ii) and contractual liability insurance coverage for the defense, indemnification, and hold harmless promises made by ISD elsewhere in this Agreement. Such policy shall also afford coverage for owned, hired, and non-owned vehicles.

9.3 Free Parking for Students: All students attending the WANIC program shall be provided with free parking at the core campus or satellite host school sites. The core campus or satellite agrees to allocate and manage the necessary parking spaces to accommodate the students enrolled in the daily WANIC programs. This provision ensures that additional transportation costs do not become a barrier to student participation.

10. Assignment/Binding Effect.

Performance of any or all aspects of this Agreement may not be assigned without written authorization by the other parties. Likewise, no party may assign their respective rights to any claims or actions arising out of or relating to this Agreement without written authorization by the other parties.

11. Integration/Modification.

This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the parties. No such modification shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties listed in Paragraph 12 below. Actual receipt by the parties constitutes compliance with the requirement to send by certified mail or personal delivery.

12. Termination/Written Notice.

12.1 Termination for Breach or Loss of Funding. WANIC and ISD all reserve the right to terminate this Agreement for breach by the other party or the loss of funding by a party for activities under this Agreement. A party shall provide written notification to the other party via certified mail or personal delivery at the address listed below for any breach or loss of funding related to this Agreement. The parties shall have thirty (30) days in which to cure such breach or loss of funding. If not cured within the thirty (30) days, the party may terminate the Agreement upon written notification to the other party at the address listed below. The parties shall negotiate appropriate terms at termination, to the extent possible. Such written notice shall be sent to the parties as follows:

Dr. Jon Holmen	Heather Tow-Yick
Superintendent	Superintendent
Lake Washington School District	Issaquah School District

12.2 Termination for Unavailability of Facilities. WANIC and ISD further reserve the right to terminate this Agreement if the High School facilities are no longer available. WANIC and ISD shall provide written notification to the other party via certified mail or personal delivery at the address listed above if the High School is no longer available. WANIC and ISD shall have thirty (30) days in which to cure such facilities issue. If not cured within the thirty (30) days, WANIC or ISD may terminate the Agreement immediately upon written notification to the other party at the address listed above. All parties shall negotiate appropriate terms at termination, to the extent possible.

12.3 Equipment, Books and Records. Upon termination, all parties are entitled to full recovery of their owned equipment, books and other educational supplies. All parties shall maintain any records pertaining to this Agreement or required by this Agreement for a period of five (5) years after termination.

13. Waiver of Breach/Default.

No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

14. Severability.

If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.

15. Mandatory Dispute Resolution Procedure.

In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (or under other arbitration rules mutually agreed upon by both parties), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Failure by one party to abide by an arbitration award shall entitle the other party to obtain enforcement of the award in any court of competent jurisdiction. The costs of the arbitration fees, the arbitrator and the facility for the arbitration shall be borne equally by each party. Each party shall otherwise pay its own expenses.

16. Governing Law/Venue.

The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in King County, Washington.

17. Authority to Sign and Obligate.

The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

19. Effective Date of Agreement.

This Agreement shall not become effective unless and until it is properly executed by the parties.

DATED this _____ day of _____, 2024.

LAKE WASHINGTON SCHOOL DISTRICT:

Dr. Jon Holmen
Superintendent

Date

ISSAQUAH SCHOOL DISTRICT:

Heather Tow-Yick
Superintendent

Date