



INTERLOCAL AGREEMENT BETWEEN THE SAN JUAN ISLAND SCHOOL DISTRICT NO 149 AND

THE JOYCE L. SOBEL FAMILY RESOURCE CENTER'S PRESCHOOL INTERVENTION PROGRAM

I. PARTIES TO THE AGREEMENT

This Interlocal Agreement is made and entered into by and between San Juan Island School District, hereinafter referred to as "the District" and Joyce L. Sobel Family Resource Center Preschool Intervention Program, hereinafter referred to as "PIP", pursuant to the authority granted by Chapter 39.34 RCW.

II. PURPOSE

The purpose of this Agreement is to provide for use of space for PIP within the District's Early Learning Center located at 97 Grover St., Friday Harbor, WA. The space is to be used by PIP to provide play-based preschool intervention services for children enrolled in the District's TtK and DPK programs. This agreement also provides for communication and collaboration with the District's staff for provision of play-based intervention at the center.

Therefore, it is mutually agreed that both parties will perform the following:

1. 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.
2. Evaluate this agreement in June 2025 to make recommendations and decisions regarding the continuation of the program for the 2025-2026 school year.

III. PERIOD OF PERFORMANCE

This Agreement shall become effective on September 1, 2024 and will expire on June 30, 2025, unless terminated sooner or extended as provided herein.

IV. SCOPE OF WORK

PIP 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 and incorporated herein.

PIP personnel will not be permitted unsupervised access to children until a background check by the Washington State Patrol is complete. Clearance must be maintained until program completion.

Aggregated TCRS data or other district-approved assessment, pre and post-service, with no personally identifiable information may be shared between the District and PIP. This data is used by the San Juan County Health and Community Services, the funding entity.



The District will provide use of a designated space within the Early Learning Center modular.

V. MANAGEMENT

The Program Manager for each party shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement:

Dr. Becky Bell, Director of Special Services
San Juan Island School District
PO Box 458
Friday Harbor, WA 98250
(360) 370-7911
beckybell@sjisd.org

Jennifer Armstrong, Executive Director
PO Box 1981
Friday Harbor, WA 98250
(360) 378-5246
jennifera@jlsfrc.org

VI. DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, 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 then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. 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. The parties may mutually agree to a different dispute resolution process.

VII. AGREEMENT CHANGES, MODIFICATIONS, AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

VIII. GOVERNING LAW AND VENUE

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. 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 the Superior Court for San Juan County.

IX. 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.

X. ORDER OF PRECEDENCE



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 federal and state of Washington statutes, regulations, and rules
- b. Mutually agreed upon written amendments to this Agreement
- c. This Agreement

XI. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) 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 of this Agreement 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 subject to state public disclosure laws.

XII. RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

XIII. SUBCONTRACTORS

The Joyce L. Sobel Family Resource Center Preschool Intervention Program agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional subcontractor requirements and reporting. Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract.

XIV. 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



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given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

XV. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day 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.

XVI. 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 written amendment to this Agreement signed by an authorized representative of the parties.

XVII. 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 submitted matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, do agree in each and every particular as indicated by their below signatures.

Jennifer Armstrong
Jennifer Armstrong, JLSFRC PIP Program
9/19/2024
Date

Fred Woods
Fred Woods, San Juan Island School District
Superintendent
9/11/24
Date