

2009 – 2010 INTERLOCAL COOPERATIVE AGREEMENT

The Board of Puget Sound Educational Service District, hereinafter referred to as the “ESD,” and resident Districts, hereinafter referred to as the “LEA,” in accordance with the requirements of Chapter 39.34 RCW by appropriate Board resolution have resolved to enter into this agreement to form a Cooperative hereinafter referred to as the “Cooperative” and hereby agrees as follows:

I. NATURE, NAME, AND PURPOSE OF ORGANIZATION

The purpose of this agreement is to provide services to be used by LEA(s) to provide support to administrators, staff, and students. This agreement will provide cost effective resources necessary to meet the needs of the LEA(s).

The name given to this cooperative is ReLife School, a Regional Program for Behaviorally Troubled Youth.

The general purpose of this Interlocal Cooperative Agreement (“Agreement”) is the formation of a cooperative to provide educational and behavioral management programs and services to secondary school students of the LEA(s) as authorized by the aforementioned statutes and/or other applicable laws.

II. EFFECTIVE DATE

This agreement shall be in effect beginning the first day of September, 2009, and will expire on the 31st day of August, 2010. This agreement is not considered valid unless there are sufficient revenues to pay salaries of staff, district, and indirect costs. The period from September 1 to August 31 shall be known as a contract year.

III. JOINING THE COOPERATIVE

LEAs shall join the Cooperative by paying a joining fee in the amount to be recommended by the Advisory Committee and approved by the Puget Sound ESD Board. The fee schedule is on the last page of this agreement, as part of the signature page.

III. Joining the Cooperative

All LEAs desiring to be members of the Cooperative will be required to check the appropriate box and sign the Signature Page of this agreement. LEAs who are not in the Puget Sound ESD service area, but wish to participate in the program will be required to check the appropriate “Non-Member District Fees” box and sign and complete the Signature Page. Non-member districts will comply with all parts of the Interlocal Cooperative Agreement, the only difference will be the fee structure.

IV. RENEWAL AND TERMINATION

This agreement is subject to automatic renewal from year to year unless the LEA or the ESD wishes to terminate or change participation in the Cooperative. LEAs are required to give written notice of their election to terminate or change participation to the ESD at least ninety (90) days prior to August 31, and the ESD must give written notice of its election to terminate or change participation to the LEAs at least ninety (90) days prior to August 31.

The ESD will submit agreements to each LEA by **May 1** of each year.

V. FINANCING

Each LEA participating in this Cooperative commits to pay to Puget Sound ESD the cooperative fee and basic service cost required to support that LEA's student(s)' annual placement and services within ReLife School.

- A. Each spring, LEAs will be asked to project the number of slots needed for the upcoming school year. ReLife South operates on a twelve-month cycle; therefore, optimum entry will be July. The program budget will be developed as a result of this information.
- B. If a student withdraws/transitions from the program, the LEA has the following options: Place another qualified student into that slot, or transfer slot to another District in need of a slot. If these options are not selected, the LEA remains responsible for payment of the slot.
- C. For Non-Member Districts, slot(s) will be the responsibility of LEA(s) for one twelve-month period with same financial responsibilities as Cooperative members. Decision to approve non-Puget Sound ESD member participation rests with the Puget Sound ESD Superintendent.
- D. LEAs will receive an invoice each trimester for the appropriate amount; the Cooperative fee shall be due by September 1.
- E. If a student requires more intensive support or staffing beyond the basic ReLife program, the additional cost will be negotiated between ReLife School and the LEA.
- F. In a situation where a student is withdrawn by a member or non-member district and the student is not filling one of the district's confirmed slots, payment will be expected for that month, if the student withdraws between the 16th and 31st of the month. If the student in this same situation withdraws between the first and the 15th of the month, the district will not be billed for that student for that month.
- G. In the event participation in the program is significantly below projections as identified in Paragraph V.A. above, the Advisory Committee will be convened by November 14 to consider modifying the steps outlined in Paragraph V.B. above.

VI. DUTIES OF THE EDUCATIONAL SERVICE DISTRICT

In accordance with this Agreement, Puget Sound ESD shall:

- A. Operate ReLife School, an educational and behavioral management program for secondary (Grades 5 – 12) students with severe emotional and behavioral problems. Students who finish the first year continue until transition occurs.
- B. Employ, compensate and provide the technical personnel to operate the Cooperative. All persons employed by the ESD for the purpose of staffing the Cooperative shall be employed under the

direction of, and shall be bound by , the personnel policies as previously or hereafter adopted by the Puget Sound ESD Board;

- C. Coordinate the purchase of supplies and materials for the Cooperative.
- D. Provide the necessary administrative services for the efficient operations of the Cooperative. Such services shall include, but not be limited to supervision, accounting services, payroll and other bookkeeping requirements.
- E. Provide the space to house the employees and materials, when and where necessary, for the efficient performance of responsibilities.
- F. Contract or subcontract with any person or entity to obtain needed services to operate this program;
- G. Develop consistent procedures for entering and exiting of students into and from the program;
- H. Coordinate interdistrict and interagency services and agreements required to implement educational plans, programs, and other additional on-site services;
- I. Coordinate supportive services and emergency services as needed. Special education and related services for students will be based upon IEP-designated needs, as determined by the IEP committee. The resident LEA and ReLife School will determine jointly how and where services are to be offered;
- J. Coordinate program and LEA personnel in accomplishing assessments, IEPs (to include resident LEA participation), transition plans, and a full continuum of services for students;
- K. Make the final determination as to which LEA's students attend and continue in ReLife School;
- L. Review each admitted student for appropriateness of placement after 14 days and 30 days.
- M. Conduct meetings of the Advisory Committee to review expenditures and goal progress.

VII. DUTIES OF THE LOCAL EDUCATION AGENCIES

Each LEA acknowledges that by entering into this Agreement they are causing financial commitments by other parties to occur and, therefore, agree they will not terminate prior to the expiration date without the consent of Puget Sound ESD and any other party to this Agreement that would suffer financially thereby.

In the event of a unilateral termination without consent, the terminating party agrees to indemnify and pay other parties that have not agreed to bear any financial loss, resulting from such termination. In order to facilitate this agreement and avail themselves of the services to be provided by the ESD, the LEA shall perform the following functions and duties:

- A. The LEA shall pay its share for the program costs as set forth in the Cooperative fee schedule, as part of the signature page. The expenditure of these funds shall be the responsibility of the ESD.

Programs for the purposes of this paragraph mean the total services provided by the ESD pursuant to this agreement and all costs associated therewith.

- B. The LEA shall be solely liable for any damage, destruction or loss of Cooperative property while in its possession. The LEA further agrees that it shall indemnify and/or hold harmless the ESD and all other LEAs from any liability due to the LEA's failure to use due care in the uses of the Cooperative property.

Additionally, each LEA acknowledges that Chapter 28A.155 RCW, Chapter 392-172 WAC, 20 U.S.C./1400 (IDEA), and this Agreement impose responsibilities on each resident LEA and that those responsibilities are not extinguished by delegation, in part or in total, under this Agreement.

To this extent, it is understood and agreed between the parties hereto that the purpose and intent of this Agreement is that Puget Sound ESD provide cooperative services for the programs being conducted by the LEA for the students resident within the LEA, who otherwise qualify for such services. Each LEA shall retain the responsibility to:

- A. Assure its particular students are receiving an appropriate education;
- B. Transport its students to and from the ReLife School location;
- C. Comply with all provisions as required by Chapter 28A.155 RCW, Chapter 392-172 WAC, and 20 U.S.C./1400 (IDEA);
- D. Incorporate policies required by Chapter 392-172 WAC and 20 U.S.C./1400 (IDEA).

VIII. INDEMNIFICATION/HOLD HARMLESS

Each party shall defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of injuries and damages caused by each party's own negligence.

IX. DISPUTE RESOLUTION

Disputes arising out of this Agreement, excluding disputes over indirect and administration costs, shall be resolved in the following fashion:

- A. If the dispute is between LEAs, then the disputing parties will present their arguments first to the Executive Director of Learning and Teaching and Family Support, who oversees ReLife School of Puget Sound ESD, to make a determination. If the dispute is not resolved, it may then be referred to the Superintendent of Puget Sound ESD.
- B. If the dispute is between participating LEA(s) and Puget Sound ESD, then the LEA(s) will appoint someone to represent them, Puget Sound ESD will appoint someone to represent it, and those two representatives will appoint someone as a third representative. Decisions will be made by a vote of the representatives, and the party receiving a majority of the votes will prevail.

X. OWNERSHIP OF PROPERTY

Ownership of real or personal property purchased with the funds expended pursuant to this agreement shall remain vested in the Cooperative and shall be used or distributed as determined by the Advisory Committee of the Cooperative and approved by the Puget Sound ESD Board (except in Cooperatives where equipment is purchased with federal or state grant dollars, such equipment becomes the property of the funding agency).

XI. ASSIGNMENT/WAIVER/SEVERABILITY

No rights or responsibilities required or authorized by this Agreement can be assigned by any party hereto unless otherwise allowed in this Agreement.

No provision of this Agreement, or the right to receive reasonable performance or any act called for by its terms, shall be deemed waived by a breach thereof as to a particular transaction or occurrence.

If any term or condition of this Agreement of application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. The terms and conditions of this Agreement are declared severable.

XII. NON-DISCRIMINATION

It is the policy of the Puget Sound Educational Service District to employ persons on the basis of experience, training, and merit. There shall be no discrimination against any employee or applicant because of race, creed, color, religion, marital status, sexual orientation, national origin, sex, age, mental/sensory/physical disability, except as necessary to meet a bona fide occupational qualification. The LEA shall comply with state and national laws as may pertain thereto.

XIII. ADMINISTRATIVE UNIT

- A. Administration. It is agreed that the coordination, administration and management of the Cooperative shall be by the ESD. All services provided by the ESD shall be formed in accord with policies adopted by the Puget Sound ESD Board, including but not limited to policies regarding hiring, reduction in force, annual leave, salary and other personnel policies.
- B. Cooperative Advisory Committee. There shall be an Advisory Committee which shall consist of representatives of the LEAs. Each Advisory Committee should include at least one LEA Superintendent or designee. The ESD Superintendent or designee shall be an ex-officio (non-voting) member of the Advisory Committee. The Advisory Committee shall be responsible for recommending the level of support services, the costs of membership in the Cooperative, the types of memberships available to the LEAs and other policy decisions regarding the operation of the Cooperative. The Advisory Committee shall develop an annual plan, review and revise the goals and objectives of the Cooperative and apprise the Cooperative staff of current needs to be met. The Advisory Committee shall develop bylaws and rules of governance as needed.

XIV. HEADINGS/SIGNATURES/APPROVAL

The headings of each section of this Agreement are only provided for the aid to the reader. If there is any inconsistency between the heading and the context, the context will prevail.

By signing this Agreement, the parties acknowledge that they have read and understand this Agreement, including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this Agreement, together with any addendum, constitutes the entire Agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement.

By signing below, each party affirms that this Agreement has been approved by his/her Board of Directors or he/she has been given authority by such Board to enter into this Agreement. If this approval is provided through a resolution, a copy of said resolution will be attached hereto.

XV. PRIOR AGREEMENT

This agreement supersedes and nullifies in full any and all prior agreements regarding the provision for assessment services by the ESD to any LEA.

XVI. VERBAL AGREEMENTS

This written agreement constitutes the mutual agreement of the LEAs and the ESD in whole. No alteration or variation of the terms of this agreement and no oral understanding or agreements not incorporated herein shall be binding unless made in writing and signed by the ESD and all of the participating LEAs.

Agreement Expiration Date: August 31, 2010



SIGNATURE PAGE

2009 – 2010 Interlocal Cooperative Agreement

Cooperative Membership Fees and Student Tuition Fees for Member and Non-Member Districts

Directions: Please check below to indicate Cooperative Member by district size or Non-Member District.

COOPERATIVE MEMBER DISTRICT FEES:

___ **Small School District** (fewer than 3000 students) = **\$ 6,000 flat fee**

PLUS Student Tuition Fee for Cooperative Member Districts:
 Student costs: **\$3,995** per month per student

___ **Medium School District** (3,000 – 10,000 students) = **\$ 8,000 flat fee**

PLUS Student Tuition Fee for Cooperative Member Districts:
 Student costs: **\$3,995** per month per student

___ **Large School District** (over 10,000 students) = **\$10,000 flat fee**

PLUS Student Tuition Fee for Cooperative Member Districts:
 Student costs: **\$3,995** per month per student

The cooperative membership fee is due September 1.

NON-MEMBER DISTRICT FEES:

___ Student Tuition Fee is **\$5,250** per month per student.
This includes school districts outside the Puget Sound ESD regional service area.

SIGNATURES:

Michael Mayambli 7-1-09
 School District Superintendent Date

[Signature] 9-2-09
 Puget Sound ESD Superintendent Date

Tahoma School District No. _____
King County, Washington

Puget Sound Educational Service District
Pierce/King County, Washington

School District's Designee to **ReLife Advisory Committee:** _____

Designee's District Address: _____

Phone: _____ Fax: _____ E-Mail Address: _____