

INTERLOCAL AGREEMENT



This INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between:

- NORTHEAST WASHINGTON EDUCATIONAL SERVICE DISTRICT 101 (“NEWESD”)
- EDUCATIONAL SERVICE DISTRICTS 105 (“ESD 105”)
- EDUCATIONAL SERVICE DISTRICT 112 (“ESD 112”)
- CAPITAL REGION EDUCATIONAL SERVICE DISTRICT 113 (“ESD 113”)
- OLYMPIC EDUCATIONAL SERVICE DISTRICT 114 (“Olympic ESD”)
- PUGET SOUND EDUCATIONAL SERVICE DISTRICT (“PSESD”)
- EDUCATIONAL SERVICE DISTRICT 123 (“ESD 123”)
- NORTH CENTRAL EDUCATIONAL SERVICE DISTRICT (“North Central ESD”)
- NORTHWEST EDUCATIONAL SERVICE DISTRICT (“NWESD”)

The Educational Service Districts identified herein (Parties), in exchange for mutual promises to act in accordance with the provisions set out below, hereby agree as follows:

I. Purpose & Authority

The purpose of this agreement is to guide communication, expand partnerships, and consistently represent the best of the ESD Network. This Agreement is intended to engender increased collaboration among the ESDs allowing for provision of services authorized by Chapter 28A.310 RCW to school districts located within each others regions, and to affirm the cooperative working relationships between the nine ESDs in the state of Washington.

Each of the Parties is a duly constituted Educational Service District, organized and existing under and by virtue of the laws of the state of Washington. Chapter 39.34 RCW authorizes the Parties to enter into agreements with each other for joint or cooperative action, wherein the Board of Directors of each public agency has so authorized such an agreement.

Each ESD is authorized (RCW 28A.310) to provide cooperative, informational, and other services or practices that support the education of students birth through twelfth grade, including preparation for post-secondary and career readiness; or to provide or support the effective, efficient, or safe management and operation of school systems that are served by ESDs. The ESDs’ collective charge is to provide services that assure equal educational opportunities for all of Washington’s school districts, the center for childhood deafness and hearing loss, and the school for the blind.

The ESDs are statutorily authorized to establish cooperative services programs and direct service programs for school districts within the ESD. In order to systemically and purposefully provide services to districts beyond the bounds of individual ESDs, the ESDs have developed an Association of Educational Service Districts (AESD) collective approach to statewide and multi-regional service provision, as described in the *Design of the Washington Educational Service District Network*, adopted in 2008. The AESD Network is a voluntary affiliation of the nine ESDs with the purpose of creating a more effective statewide system within specified areas of service.

The AESD Network is built on a foundation of strong relationships among the ESDs and with clients and partners. These relationships are marked by trust, mutual respect, integrity, and honesty. Each of the parties recognize that ESDs have developed areas of expertise and that the sharing of expertise permits each ESD to make the most efficient use of its resources. The AESD Network provides a process whereby individual ESD's with such areas of expertise may provide services to other ESD's and/or to the school districts in other regions of the state.

By entering into this Agreement, each ESD individually authorizes the other ESDs to provide services to school districts located within its region, provided the providing ESD is subject to the *Service Provision Guidelines and Requirements* delineated in Section IV.

II. Shared Values

The AESD Network is a values-driven enterprise. The work of the AESD Network is guided by six shared values and beliefs:

Equity	ESDs are committed to high quality service for the education community and the achievement of every child.
Accountability	ESD services reliably produce outcomes important to clients.
Leadership	ESDs organize local resources and serve clients by being creative, agile, efficient, and attuned to their unique needs. ESDs lead with their competence.
Autonomy	ESDs value the independence of each member and the entrepreneurial spirit that makes for excellent regional service delivery.
Relationships	ESDs develop and honor strong relationships with clients, partners, and among themselves. Relationships are marked by trust, mutual respect, honesty, and integrity.
Synergy	ESDs know that their unique strengths as individual organizations complement and multiply each other in a robust statewide delivery system.

III. Outcomes of the AESD Network:

Sharing resources and expertise within the AESD Network allows for efficiency in service delivery, equity of service provision, and assurance of highest quality outcomes for children. By developing

strength and autonomy at the local service level, while creating a consistent delivery system at the state level, the ESDs will:

- A. **Develop** and demonstrate competent delivery of education services to every Washington State school district through the ESD Network.
- B. **Innovate** locally and leverage statewide. Have processes for matching the special capabilities of each of the nine ESDs with needs of Washington's education system.
- C. **Cultivate** enduring relationships among each other and with educators, policymakers, partners, and funders. Be mutually accountable in all agreements.
- D. **Reward** individual ESDs both for local excellence and for strengthening the Network's capacity, processes, and services.

IV. AESD Network & ESD Service Provision:

A. Definitions:

- i. **AESD Network** means the voluntary affiliation and partnership among the nine ESDs, and where the scope of work for a particular project requires service or support from a non-ESD partner, the *Network* may include a specific partner (i.e., OSPI, DEL, non-profit corporations) (*note - the nine ESDs are a network irrespective of any partnership with another organization*).
- ii. **AESD Network Service** means a service that is authorized by the AESD Network in accordance with the processes and provisions below. Network service delivery may include partners from outside organizations including government, non-profit and/or private sectors (depending on scope of work), and specific network deliverables. Network services may be provided by all ESDs or by specific ESDs but the service is described and understood to be an AESD Network service. AESD Network Services are available to all school districts across the state.
- iii. **Initiating ESD** means the ESD that provides services within the region of another ESD, pursuant to the processes and provisions delineated below.
- iv. **Receiving ESD** means the ESD that consents to the Initiating ESD's providing services within its region, pursuant to the processes and provisions delineated below.

B. Process Requirements:

The following process requirements for providing service outside an ESD's region aligns with the AESD Network's shared values and outcomes and will support the design and delivery of services among multiple ESDs and/or across the AESD Network. It is the intent of the Parties to support the requests of services for school districts. The following requirements are designed so that each ESD is in communication with its respective district(s) in order to both ensure that district's needs are met to the best of the individual ESD and collective AESD Network's capabilities, and to determine the most appropriate manner to provide such services in both the short- and long-term.

- i. **New AESD Network Services.** An ESD that initializes the conception of delivery of a new service will consider if the new service is potentially something districts outside its region would be

interested in. If there is a likely potential for a service to be of interest outside the Initiating ESD's region, its Superintendent will bring the topic to an ESD Superintendent meeting for discussion prior to the service being offered or delivered.

If the service is determined by all the ESD Superintendents to be best positioned and delivered as an AESD Network Service, these steps will be followed: (1) concept reviewed (position paper detailing concept may be requested), (2) business plan development (see section C. below), (3) unanimous approval/recommendation by the ESD Superintendents to deliver services through the AESD Network, which is deemed as consent by the Receiving ESD for the Initiating ESD(s) to offer the service state-wide, and (4) approval by the AESD Executive Board.

- ii. ***New Non-AESD Network Services.*** An Initiating ESD that simply wants to provide service outside its region shall consult with the superintendent of the Receiving ESD to receive consent before providing specific services to school districts within the Receiving ESD's region. Arrangements to finance the delivery of the service outside the Initiating ESD's region shall be addressed in accordance with Section C below. When an ESD receives a request for service from a school district outside their region the following steps will be taken:
 - a. the Initiating ESD the school district contacted will communicate to the school district that they will follow-up with the Receiving ESD to determine who would be best suited to provide the service,
 - b. the Initiating ESD and the Receiving ESD will confer to determine who and how best to provide the service,
 - c. the Initiating ESD will follow up with the school district to share the plan for providing the requested service; (note that the service could be provided by the Initiating ESD, the Receiving ESD, or some combination).

- iii. ***School District Requests for Services Outside its Resident ESD.*** When an ESD receives a request for service from a school district outside its region the following steps will be taken:
 - a. The ESD superintendent receiving the request will communicate to the school district that their resident ESD must be contacted to determine who might be suited to provide the service.
 - b. The ESD superintendent receiving the request and the ESD superintendent within which the school district resides will confer to determine what service(s) the ESDs, individually or collectively, have the capacity to provide and the most appropriate manner to provide such service(s) in both the short and long term.

 - c. The superintendent of the ESD identified as most appropriate to provide the services will follow-up with the school district to share the plan for providing the requested service. (Note service(s) could be provided by either ESD, or some combination, if it is determined that capacity exists to provide them.)

- iv. **Existing Services considered grandfathered;** ESDs currently offering services outside their respective ESD region are grandfathered relative to those services and do not need to stop the provision of service and go through these process requirements.
- v. **All New Service.** Upon execution of this Agreement, all new services that are provided shall only be offered outside any individual ESD's region in accordance with the above process requirements.

C. Manner of Financing and/or Business Plan:

- i. The Initiating ESD shall establish reasonable charges for providing services, determine the appropriate manner of financing its services, and propose a revenue sharing arrangement. The Initiating ESD shall be responsible for all budget and accounting procedures related to the provision of the specified services. All budgets shall be prepared in compliance with Chapter 28A.RCW.
- ii. The Receiving ESDs who participate in revenue sharing will provide services in support of service delivery in their region. The specific services the Receiving ESD will provide will vary based on the scope of work for the services that would be offered.
- iii. A business plan will be developed for all AESD Network Services. The plan will include at a minimum; (1) service delivery and operational information, (2) a financial plan including a projection of revenues, expenditures, and an estimate of upfront investment capital needed, and (3) roll-out, launch, marketing and/or communication strategies/activities.
- iv. The AESD Board of Directors will identify one ESD to serve as the fiscal agent who will collect and disburse funds to meet the AESD Network needs.

D. Dispute Resolution:

To the greatest intent possible, equitable, cost-effective, and high-quality services shall be made available to all school systems within the state of Washington. If the Initiating ESD and the Receiving ESD fail to reach agreement for service provision, the following resolution process shall be followed. AESD president and the ESD superintendent can waive, by mutual consent, the formal adjudication process, however, either of the affected parties may appeal the decision back to the formal process by a majority vote of the ESD Superintendents and the AESD Executive Council.

Resolution Process:

- i. Three (3) members of the AESD Executive Board Leadership along with two (2) members of the ESD Superintendent Association leadership shall serve as the mediation leads when needed. A chairperson shall be designated by the AESD president.

- ii. The Initiating and Receiving ESDs shall provide written information to the identified members no later than ten (10) working days prior to the hearing.
- iii. During the hearing the parties will be afforded an equitable and reasonable amount of time to present their views. Reasonable shall be defined by the nature of the issue and at the discretion of the chairperson.
- iv. After review of the information the five (5) members will confer to reach a recommended non-binding resolution provided that the delivery of such shall not exceed ten (10) working days.
- v. The Initiating and Receiving ESDs shall submit in writing their intent related to the recommended resolution no later than ten (10) working days following the receipt of the aforementioned recommendation.

E. Manner of Acquiring, Holding and Disposing of Property:

The Initiating ESD shall be responsible for acquiring all real or personal property necessary to provide the services it would offer, and all such property shall be held in the Initiating ESD's name.

V. General Provisions:

A. Duration and Termination:

This Agreement shall remain in full force and effect for a period of two (2) years starting on September 1, 2018, and expiring on August 31, 2020. The Agreement shall be automatically renewed for successive two-year terms thereafter, unless dissolved by unanimous agreement. An ESD may withdraw from the Agreement either at its initial termination date or at any time thereafter upon giving at least one (1) year prior written notice to the other ESDs.

B. Administration of Agreement:

It is not the intent of the parties nor shall this Agreement be interpreted to create a separate legal entity for the performance of this Agreement. Instead, the Parties shall all collectively administer this Agreement.

C. Integration and Amendments:

This Agreement supersedes in its entirety the Interlocal Agreement the Parties entered into in 2004 governing the shared provision of ESD services. The Agreement may be amended or modified by mutual agreement of all parties. Any amendment or modification shall be in writing, signed, and duly approved by the participating ESD Board of Directors.

D. Filing of the Agreement:

A copy of this Agreement shall be filed with the Association of Educational Service Districts and made available on the AESD public website.

E. Adoption of Agreement:

The Board of each of the Parties authorizes this Agreement and has taken appropriate action by resolution or motion to approve this Agreement.

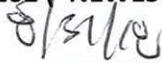
F. Signature Blocks:

The Parties acknowledge that they have read, understand, and accept this Agreement, including any supplements or attachments, and that this Agreement constitutes the entire agreement between them and supersedes all other communications, written or oral, relating to the subject matter of the Agreement. This Agreement may be executed on counterparts and shall be binding on all Parties as if all signatures were affixed to a single Agreement. An electronic facsimile of this Agreement bearing the authorized signature of any party shall have the same force and effect as a copy bearing an original signature.

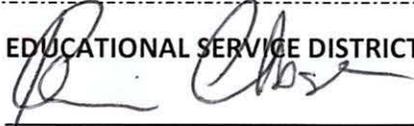
AUTHORIZED AGREEMENT SIGNATURES

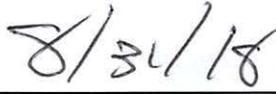
NORTHEAST WASHINGTON EDUCATIONAL SERVICE DISTRICT 101 ("NEWESD")


Michael Dunn, Superintendent

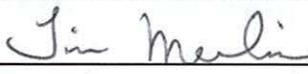

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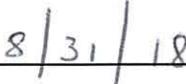
EDUCATIONAL SERVICE DISTRICT 105 ("ESD 105")


Kevin Chase, Superintendent

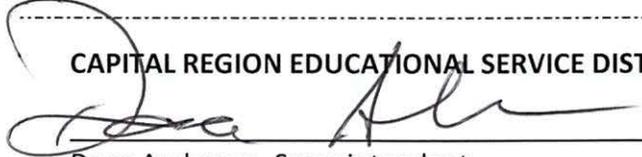

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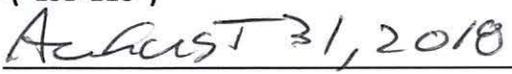
EDUCATIONAL SERVICE DISTRICT 112 ("ESD 112")


Tim Merlino, Superintendent

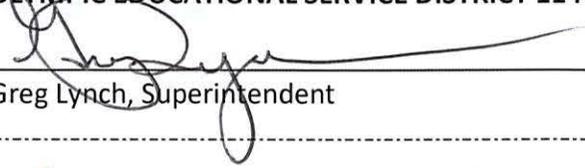

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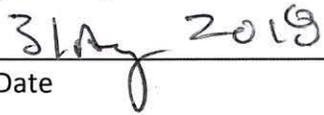
CAPITAL REGION EDUCATIONAL SERVICE DISTRICT 113 ("ESD 113")


Dana Anderson, Superintendent

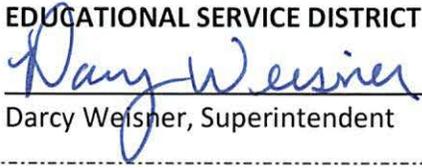

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OLYMPIC EDUCATIONAL SERVICE DISTRICT 114 ("Olympic ESD")


Greg Lynch, Superintendent

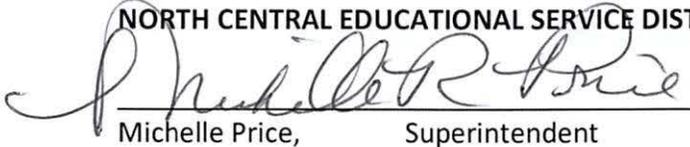

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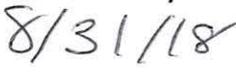
EDUCATIONAL SERVICE DISTRICT 123 ("ESD 123")


Darcy Welsner, Superintendent

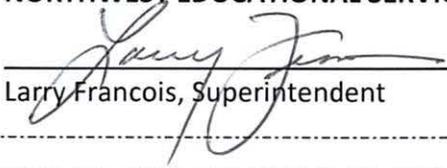

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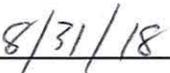
NORTH CENTRAL EDUCATIONAL SERVICE DISTRICT ("North Central ESD")


Michelle Price, Superintendent

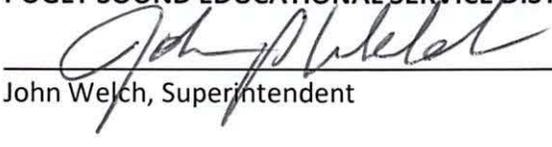

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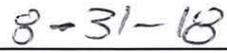
NORTHWEST EDUCATIONAL SERVICE DISTRICT ("NWESD")


Larry Francois, Superintendent


Date

PUGET SOUND EDUCATIONAL SERVICE DISTRICT ("PSES")


John Welch, Superintendent


Date