

## Appendix V: AESD Network Interlocal Agreement

### INTERLOCAL AGREEMENT



This INTERLOCAL AGREEMENT for the **AESD Network** (“**AESD Network Agreement**”) is entered into by and between:

- NORTHEAST WASHINGTON EDUCATIONAL SERVICE DISTRICT 101 (“NEWESD 101”)
- EDUCATIONAL SERVICE DISTRICT 105 (“ESD 105”)
- EDUCATIONAL SERVICE DISTRICT 112 (“ESD 112”)
- CAPITAL REGION EDUCATIONAL SERVICE DISTRICT 113 (“CRESD 113”)
- OLYMPIC EDUCATIONAL SERVICE DISTRICT 114 (“OESD 114”)
- PUGET SOUND EDUCATIONAL SERVICE DISTRICT 121 (“PSESD 121”)
- EDUCATIONAL SERVICE DISTRICT 123 (“ESD 123”)
- NORTH CENTRAL EDUCATIONAL SERVICE DISTRICT 171 (“NCESD 171”)
- NORTHWEST EDUCATIONAL SERVICE DISTRICT 189 (“NWESD 189”)

The Educational Service Districts (ESDs) 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, Definitions

#### A. Purpose

This Interlocal Agreement is being entered into by the Parties pursuant to the Interlocal Cooperation Act (Chapter 39.34 of the RCW) for the purposes of authorizing collaborative work among the nine ESDs to develop, fund, and implement statewide initiatives through one statewide network, the Association of Educational Service Districts (AESD) Network. The Parties also are entering into this Agreement to clarify the work and role of the AESD Network, as distinguished from the AESD membership Association (AESD Association) as governed through the AESD Constitution, and the services that individual ESDs provide to school districts within the region of another ESD (Extraterritorial Services) as governed through an Extraterritorial Services Interlocal Agreement.

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 strengthens the delivery of services across all nine ESDs.

The Parties have engaged in a collaborative process to strengthen and refine the role of the AESD Network. This Agreement implements the collective work, as laid out in more detail in the most current [Next Generation Design of the Washington AESD Network](#) Redesign Document, herein referenced to as the “*Network Redesign Document*”.

## B. Authority

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 and to provide or support the effective, efficient, or safe management and operation of school systems that are served by ESDs. Collectively, ESDs 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 through assisting the office of superintendent of public instruction (OSPI) and the state board of education (SBE) in the performance of their respective statutory or constitutional duties ([RCW 28A.310.010](#)). The creation of the AESD Network and the delivery of services and statewide initiatives by the AESD Network across all nine ESDs pursuant to this Agreement establishes an accessible and equitable regional delivery system to achieve these statutory purposes.

The parties to this AESD Network Agreement authorize each other to provide AESD Network Services pursuant to the terms of this Agreement across all nine ESDs regardless of the individual ESDs regional boundaries.

Each of the Parties is a duly constituted ESD, 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.

By entering into this Agreement, each ESD individually agrees to participate in the delivery of services and statewide initiatives to school districts located within and outside individual ESD regions where the services being delivered are offered under the umbrella of defined AESD Network Initiatives, with the financial resources and obligations that are outlined in this Agreement and approved annually by the AESD Leadership Council.

## C. Definitions

- i. **AESD Association** means the organization created in accordance with [RCW 28A.310.210](#) to provide ESD Board Member support services. A separate and discrete [Constitution](#) outlines the commitments of the ESDs related to duties and governance of the AESD membership Association.
- ii. **AESD Administrative ESD (also Administrative ESD)** means the ESD that is selected to provide employment and fiscal services in support of AESD Network and AESD membership Association activities. This ESD facilitates the employment of the Executive Director and Network staff specialists as required to manage Network Initiatives.
- iii. **AESD Executive Board** means the board comprised of one representative from each of the ESDs Board of Directors. It is led by a President and President Elect. The Executive Board provides

oversight of the AESD membership Association. Duties of the AESD Executive Board are outlined in the AESD Association Constitution.

- iv. **AESD Leadership Council** means the group comprised of the superintendents of the nine ESD member organizations. The Leadership Council manages the Network and approves employment of an Executive Director and Network staff specialists as required to manage Network Initiatives. Duties of the Leadership Council are outlined in the *Network Redesign Document*.
- v. **AESD Network** means the 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* includes the specific partner (i.e., OSPI, DCYF, state agencies, non-profit corporations) whose participation is required to carry out the specific AESD Network Initiative.
- vi. **AESD Network Initiative (also Network Initiative)** means a program, project, and/or 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; they are not limited to only programs and/or services defined through Initiative Agreements with OSPI or other non-ESD organizations. While Network Initiatives may be provided by all ESDs or by specific ESDs, the services delivered are described and understood to be offered statewide as AESD Network Initiative services.
- vii. **Initiative Agreement** means an agreement between ESDs and OSPI that defines roles, responsibilities, goals, and deliverables associated with statewide initiative implementation. Initiative Agreements may be articulated through a Coordinated Services Agreement (CSA), an Interlocal agreement or contract, grant agreement, Memorandum of Understanding (MOU).

## II. Organization and Governance

**Organization:** By entering into this agreement, the ESDs are not creating a separate legal entity but are working cooperatively to deliver services (Network Initiatives) across the state by one or more ESDs and partners (through the AESD Network).

**Governance:** The AESD Network Leadership Council governs the AESD Network; and in collaboration with an Executive Director provides leadership and active management of shared statewide initiatives delivered in partnership across the nine ESDs as outlined in the [AESD Network Operating Principles](#). The Network Operating Principles set forth shared role commitment and collaboration expectations among the roles; as well as an agreed-upon decision making protocol. The Leadership Council and Executive Director review, update (as necessary), and commit to the Network Operating Principles annually.

The Leadership Council commits to support the work and Initiatives of the AESD Network, including, as applicable, the collaborative partnership among the nine ESDs, together with state agencies (i.e., OSPI, DCYF, etc.), and/or other statewide organizations. Together, the Leadership Council represents the

needs and interests of all districts in Washington State. The Leadership Council and their staffs are responsible for adherence to all WA State legislative codes pertaining to ESD boards, board members, and to applicable policies.

The AESD Network operating budget, staffing, and identification of Network Initiatives shall be governed by the Leadership Council. The AESD Administrative ESD is responsible for AESD Network staff employment functions and all fiscal management associated with the AESD Network and AESD membership Association. Personnel employed to carry out AESD Network Initiatives are subject to the AESD Administrative ESD's employment policies and procedures, but are not subject to any re-organization experienced by the Administrative ESD. As applicable and with regard to intellectual and physical property, the Administrative ESD is responsible to protect and defend any content developed by the Network as governed by the Leadership Council, including management of licenses and rights to use property.

The Executive Director serves under the direction and authority of the Leadership Council. The Executive Director manages the day-to-day operations of the Network and supports coordination of Network Initiatives. Specific duties and expectations are articulated in the Executive Director's Job Duties document.

### III. Shared Values and Commitments

The AESD Network is a values-driven enterprise. The work of the AESD Network is guided by six shared values and beliefs as established in the [Redesign Document](#):

<b>Equity</b>	ESDs are committed to high quality service for the education community and the achievement of every child.
<b>Accountability</b>	ESD services reliably produce outcomes important to clients.
<b>Leadership</b>	ESDs organize local resources and serve clients by being creative, agile, efficient, and attuned to their unique needs. ESDs lead with their competence.
<b>Relationships</b>	ESDs develop and honor strong relationships with clients, partners, and among themselves. Relationships are marked by trust, mutual respect, honesty, and integrity.
<b>Synergy</b>	ESDs know that their unique strengths as individual organizations complement and multiply each other in a robust statewide delivery system.
<b>Integrity</b>	ESDs act with integrity and in a spirit of understanding and goodwill in collaborative work around initiatives that are pursued and provided as a Network. The ESDs respect and maintain the confidentiality of any private information shared in AESD Association and/or Network meetings.

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 Parties agree to:

- 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.

In providing AESD Network services, the Parties agree to work cooperatively to honor commitments as adopted annually in the [AESD Network Operating Principles](#), incorporated herein by this reference.

## IV. Responsibilities of the ESDs

- A. **All Parties** – The ESD superintendents, fiscal officers, assistant superintendents, and other ESD staff (as necessary) agree to:
  - a. pay invoices from Administrative ESD within 60 days, including Network expenses in the individual ESD budget;
  - b. assign staff to work on and support Network initiatives;
  - c. actively participate in and attend Network meetings;
  - d. inform development of the Network budget, review proposed budget with each ESDs’ Board of Directors prior to adoption, and formally adopt annual AESD Network budget;
  - e. act in good faith to provide information to the Administrative ESD and Executive Director; and
  - f. support AESD Network and Association roles, responsibilities, and governance as outlined in the [Network Redesign Document](#) and engage in regular review and updates, as necessary.
  
- B. **Administrative ESD:**
  - a. Establishes operating protocols for AESD Network operations including human resources, fiscal, and technology management, and other support necessary for effective Network operations (i.e., legal and administrative services).
    - i. Provides quarterly budget/financial reports to Executive Director to inform resource management and development of the annual AESD Network budget.
    - ii. Provides necessary equipment, materials, and technology support for Network staff.
  - b. Agrees that personnel employed to carry out AESD Network operations and Initiatives are subject to the AESD Administrative ESD's employment policies and procedures, but are not subject to any re-organization and/or reductions in force experienced by the administrative ESD.
  - c. Supports annual goal setting and evaluation for AESD Network employees by the Executive Director as per agreed-upon Network protocols.
  - d. Engages the Leadership Council by gathering necessary feedback on AESD Network operational decisions, including effectiveness of the Administrative ESD’s services and annual evaluation and goal-setting of the Executive Director.

## V. Finance and Budget

The AESD Network annual budget will be developed collaboratively by the Executive Director and Leadership Council Chair. The Executive Director will present the proposed annual budget to the Leadership Council and AESD Executive Board for input. The presentation will include recommendations for Network staffing, the proposed administrative fee for the Administrative ESD, the annual contribution amount requested from each ESD member organization, and strategies for implementing Network Initiatives.

The AESD Executive Board shall provide input on the annual AESD Network operating budget, including the proposed annual ESD assessment, in advance of adoption of the annual Network budget by the Leadership Council.

Once adopted, the budget will be presented to the Administrative ESD's Board of Directors for integration into the overall ESD's annual operating budget. The AESD Network budget will be subject to audit as part of the Administrative ESD's annual audit.

## VII. Termination and Distribution of Assets

Any ESD wishing to dissolve or terminate its involvement in the AESD Network must provide at least 18 months' notice to the Leadership Council. If more than one ESD provide intent of termination, the Leadership Council will develop a dissolution. If this results in the dissolution of the overall AESD Network, the Leadership Council will determine fair distribution of any AESD Network fund balance among the ESDs. The Administrative ESD shall maintain ownership of any applicable physical property that is part of its AESD Network inventory.

In the case in which the AESD Administrative ESD determines it no longer has the ability to serve the role, the Leadership Council shall approve a new Administrative ESD. All records and functions of the Network shall transfer accordingly.

## IX. General Provisions:

### A. Duration and Termination:

This Agreement shall remain in full force and effect for a period of five (5) years effective June 1, 2023, and expiring on August 31, 2028. The Agreement shall be automatically renewed for successive five-year terms thereafter (September 1 – August 31), unless dissolved by unanimous agreement. The term is subject to revision by mutual consent and agreement by the Parties.

### B. Dispute Resolution:

To the greatest extent possible, equitable, cost-effective, and high-quality Initiative services shall be made available to all school systems within the state of Washington. If ESD members of the AESD Network fail to reach agreement for Network Initiative provision, the dispute shall be discussed and resolved by majority agreement of the AESD Leadership Council. If the dispute fails to be resolved,

the affected Parties will bring it forward to the AESD Executive Board for consideration and resolution by a majority vote.

**C. Integration and Amendments:**

This Agreement supersedes in its entirety the Interlocal Agreement the Parties entered into in 2004, as amended in 2018, 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. Adherence to Federal and State Laws:**

The AESD Network will comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work.

**E. Filing of the Agreement:**

A copy of this Agreement shall be filed with the Parties and published as required by state law.

**F. 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.

**G. 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 101”)**

Robert W. Roettger 6/28/2023  
Rob Roettger, Superintendent Date

**EDUCATIONAL SERVICE DISTRICT 105 (“ESD 105”)**

Kevin Chase 6/28/2023  
Kevin Chase, Superintendent Date

**EDUCATIONAL SERVICE DISTRICT 112 (“ESD 112”)**

Tim Merlino 6/28/2023  
Tim Merlino, Superintendent Date

**CAPITAL REGION EDUCATIONAL SERVICE DISTRICT 113 (“CRESD 113”)**

Dana Anderson 6/29/2023  
Dana Anderson, Superintendent Date

**OLYMPIC EDUCATIONAL SERVICE DISTRICT 114 (“OESD 114”)**

Aaron Leavell 6/29/2023  
Aaron Leavell, Superintendent Date

**PUGET SOUND EDUCATIONAL SERVICE DISTRICT 121 (“PSESD 121”)**

John Welch 7/3/2023  
John Welch, Superintendent Date

**EDUCATIONAL SERVICE DISTRICT 123 (“ESD 123”)**

Steve McCullough 7/5/2023  
Steve McCullough, Superintendent Date

**NORTH CENTRAL EDUCATIONAL SERVICE DISTRICT 171 (“NCESD 171”)**

Michelle Price 7/5/2023  
Michelle Price, Superintendent Date

**NORTHWEST EDUCATIONAL SERVICE DISTRICT 189 (“NWESD 189”)**

Larry Francois 7/5/2023  
Larry Francois, Superintendent Date