

SCHOOL ALLIANCE INTERLOCAL AGREEMENT

This Interlocal Agreement is dated this 23RD day of March, 2011, by and between Bellevue School District No. 405, Bellingham School District No. 501, Everett School District No. 2, Federal Way School District No. 210, Highline School District No. 401, Issaquah School District No. 411, Lake Stevens School District No. 4, Mercer Island School District No. 400, Northshore School District No. 417, Snohomish School District No. 201, Spokane School District No. 81, and Tahoma School District No. 409.

WHEREAS, the School Alliance (“Alliance”) is comprised of a group of school districts located in the State of Washington; and

WHEREAS, the members of the Alliance seek to work collaboratively on issues related to public education funding and K-12 programs; and

WHEREAS, the Alliance wishes to outline its mutual goals, the conditions, and requirements for participating in the Alliance and for terminating membership in the Alliance, the allocation of fees among the members, and the operating procedures under which the Alliance will act; and

WHEREAS, the Parties enter into this Interlocal Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, Chapter 39.34 RCW, for the purposes of setting forth the duties and responsibilities of the parties with regard to Alliance activities.

NOW THEREFORE, the Parties agree as follows:

I. Introduction and Mission Statement:

The members of the School Alliance (“Alliance”) seek to work collaboratively on issues related to public education funding and K-12 programs. Alliance members shall determine the scope of the issues and the appropriate work products.

II. Membership:

The members of the Alliance are set forth in this Agreement. A school district may join the Alliance after the execution of this Agreement, but such a request is subject to the approval of the Steering Committee by a simple majority vote. The addition of members to the Alliance does not constitute an amendment to this Agreement. A document showing the member(s) added or deleted to the Alliance membership shall be attached to this Agreement and shall be updated as necessary. Any school district that becomes a party to this Agreement shall thereby assume the general rights and responsibilities of all other parties to this Agreement.

III. Term of Agreement:

The initial term of this Agreement shall be from April 1, 2011, through August 31, 2011, thereafter renewing automatically for subsequent one fiscal year periods (September 1st to August 31st). Following the initial term, any member district that wishes to terminate its membership in the Alliance may do so, effective at the end of a fiscal year, by providing notice to the Steering Committee prior to July 1st. The terminating party shall remain fully responsible for meeting all of its funding and other obligations through August 31st of that fiscal year. A district may join the Alliance during a fiscal year, but such a request is subject to the approval of the Steering Committee by a simple majority vote. After the initial term, the minimum term of membership is for one fiscal year.

IV. Fees:

Fees for the Alliance will be based on an initial base fee with additional fees and costs allocated using the average three-year student headcounts. Initially, districts will be assessed a base membership fee of Fifteen Thousand Dollars (\$15,000) (for districts with more than 5,000 FTE students) or Five Thousand Dollars (\$5,000) (for districts with less than 5,000 FTE students). Any new member that joins the Alliance shall also pay the applicable base fee. Base fees shall be used to fund the attorneys' fees and related costs of the Alliance's work plan. Fees and costs incurred by the Alliance beyond the total amount of the base fees shall be allocated among Alliance members based upon the ratio of each member's rolling three-year average student headcount from the Office of Superintendent of Public Instruction website.

V. Operating Procedures:

A Meetings and Membership:

The Alliance will meet periodically as needed based on the work plan. Such meetings may occur in person, by telephone, or video conference call, or any combination thereof. At such meetings, Alliance members will be briefed and asked to provide direction to Legal Counsel regarding the work plan, strategic issues, and future courses of action.

B. Representatives:

Each district will designate a representative or representatives to the Alliance and shall advise the Alliance of the district's designee(s). The representative(s) will receive copies of the Alliance's briefing materials, updates (including email updates), and proposed work plans.

It is the responsibility of the representative(s) to report the Alliance's work projects. The representative(s) will be referred to in this Agreement as the "Alliance member."

C. Review of the Work Plan:

At Alliance meetings, Alliance members will be briefed regarding work efforts to date. Alliance members will then discuss a proposed work plan and address the issues in Section IV ("Work Plan"). If an Alliance member needs additional time to consult with the appropriate individual in the district (due to changes that are made at the Alliance meeting), the process for adopting the Work Plan can be extended or modified as needed. Otherwise, Alliance members will adopt or amend the Work Plan at the Alliance meeting. The action of the Alliance to adopt the Work Plan is subject to a simple majority vote.

D. The Steering Committee is to be comprised of the Superintendent from each school district in the Alliance.

E. Selection of an Executive Committee:

Alliance members may select, by a simple majority vote, two members to serve on the Executive Committee. The Executive Committee will: 1) assist in developing the Work Plan; 2) provide direction to Legal Counsel for the Alliance if unforeseen issues arise between Alliance meetings that require an immediate response; 3) monitor the activities of the Alliance in relation to the Alliance's Work Plan; and 4) monitor the Alliance's actions in acquiring, holding, and disposing real and personal property.

F. Groups:

As appropriate, groups may be created by the members of the Steering Committee seeking to work on specific projects. Such a group may focus on specific issues and develop its own Work Plan consistent with the principles in Section IV. Any Steering Committee members desiring to participate shall so indicate in writing its intent.

G. Legal Counsel:

The Alliance shall be empowered to select and hire Legal Counsel to provide legal services and assistance. Legal Counsel shall serve as an ex-officio member of the Alliance and shall be authorized to represent the Alliance in matters before the courts, the Legislature, governmental agencies, as well as other groups having an interest in or reviewing matters pertaining to the work of the Alliance.

Between meetings and as appropriate, Alliance members will receive updates and requests for information from Legal Counsel by email, by memorandum, or by telephone.

VI. General Terms:

- A. This Interlocal Agreement shall become effective when executed by a simple majority of the Steering Committee.
- B. It is recognized that amendments to this Interlocal Agreement may be needed. Such amendment shall become effective when an addendum is effective when executed by a simple majority of the Steering Committee.

VII. Rights to Other Parties:

It is understood and agreed that this Interlocal Agreement is solely for the benefit of the Parties hereto and conveys no right to any other party.

VIII. Governing Law and Filing:

- A. This Interlocal Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington.
- B. This Interlocal Agreement shall be filed with the Secretary of each district's Board of Directors. The Interlocal Agreement shall also be filed with the county auditor, or alternatively, listed by subject on the Alliance member's web site or other electronically retrievable public source.

IX. Counterparts:

This Interlocal Agreement may be executed in one or more counterparts, and at such time as the Interlocal Agreement, or such counterparts, has been executed by a simple majority of the Steering Committee members, it shall be binding, even though such Steering Committee members may not have, at that time, signed a single Interlocal Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Interlocal Agreement on the date and year set forth above.

Superintendent

School District

Superintendent

School District

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