

ALTERNATIVE LEARNING PROGRAM COOPERATIVE INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of July, **2016**, by and between the GRANITE FALLS SCHOOL DISTRICT #332 (hereinafter "Serving District") and the LAKE STEVENS SCHOOL DISTRICT #4 (hereinafter "Resident District").

WHEREAS, cooperative student enrollments provide a more efficient and economical basis for managing and implementing an alternative learning program;

WHEREAS, districts have chosen to avoid unnecessary duplication of unusually expensive programs and rather choose to free up resources to provide educational programs not otherwise available;

WHEREAS, Granite Falls School District has historically provided alternative learning programs;

WHEREAS, RCW 28A.225.250 authorizes cooperative programs between and among school districts and educational service districts.

NOW, THEREFORE, a Cooperative is hereby created wherein the Serving District will provide an alternative learning program for the high school students of Lake Stevens School District according to the terms and conditions contained herein.

ARTICLE I PURPOSE

It is the intent and effect of this Agreement to provide for the services of an alternative learning program, as prescribed by WAC 392-121-182, at Granite Falls School District for the Lake Stevens School District's high school students. The formation of this cooperative is to provide a continuum of services to students whose unique educational needs cannot readily be met within the resident school district, but who have been screened and meet the established parameters for the enrollment in the Cooperative.

ARTICLE II
RIGHTS AND OBLIGATIONS OF GRANITE FALLS SCHOOL DISTRICT #332

In accordance with this Agreement, the Serving District shall:

- A. Conduct an alternative learning program according to WAC-392-121-182 and its governing Board policies.
- B. Provide services during the **2016-17, 2017-18, and 2018-19** school years, for the approved days, according to the Serving Districts calendar and program schedules.
- C. Provide services for one or more students of the Resident District as mutually agreed to by the authorized representatives of both districts. The Serving District reserves the right to unilaterally determine whether or not it will serve any individual student or category of students from the Resident District.
- D. Claim and receive all basic education funding. Claim and receive all special education funding for any Resident District special education students currently enrolled at the Serving District.
- E. Be responsible for verifying and reporting enrollment for all State Reporting.
- F. Be designated as the primary school of responsibility and effectively becomes the Resident School District for apportionment recording for all graduation requirements, core student records system (CSRS/CEDARS) and state assessments.
- G. Certify by signing this Agreement that neither it nor its principal participants are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Cooperative by a Federal Department or agency. The Serving District will provide immediate written notice to **Lake Stevens School District, Business Office, 12309 22nd St NE, Lake Stevens, WA 98258** if at any time the Serving District or its principal participants learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- H. Provide sufficient data for the Resident District to determine independently whether or not it is meeting its obligation to provide a Free Appropriate Public Education (FAPE) for its student(s) served within the Serving District.

ARTICLE III
RIGHTS AND OBLIGATIONS OF LAKE STEVENS SCHOOL DISTRICT #4

In accordance with this Agreement, the Resident District shall:

- A. Assist the Serving District on promoting the alternative learning program and inform the Resident Districts students about the Cooperative.
- B. Allow the Serving District to use the furniture and equipment from its daycare facility. All assets, furniture and equipment placed in service at the Serving District shall remain the property of the Resident District until such time the parties agree to discontinue participation in this Cooperative.

- C. Upon mutual agreement, share the burden of any program costs in excess of categorical funding available from state and federal sources.
- D. Waive any locally established procurement requirements that are more restrictive than those established by statute for fees/purchases initiated pursuant to this Agreement

ARTICLE IV
MUTUAL COMMITMENTS/OBLIGATIONS BY BOTH PARTIES

- A. Both parties shall agree on a cost effective method of transportation for the Resident District students using the existing Transportation Cooperative between Serving District and Resident District. Resident District will provide basic to-from transportation for the normally scheduled school day.
- B. Upon mutual agreement, either party will have the option to provide or hire the necessary staff required to fulfill the specific educational needs of the alternative program where the Serving District is deficient. For each year of the agreement, the Resident District shall provide 1.0 FTE Counselor to be on the Crossroads campus. Commitment of Resident District staff for future years of agreement shall be mutually agreed upon.
- C. 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.
- D. Disputes shall be resolved by a three-member committee. The Serving District and the Resident District shall each select one (1) representative. Thereafter, the Resident District's representative and the Serving District's representative shall select an impartial third party who shall serve as the third member of the Committee. The decisions of the Committee shall be limited to the parameters established by this Agreement and shall be binding on the parties.

ARTICLE V
MODIFICATION AND TERMINATION OF AGREEMENT

- A. Beginning Fiscal Year 2016-17, this Agreement shall automatically renew for subsequent one (1) year terms for a maximum of two (2) years, unless either party provides the other party written notice of its intent to discontinue participation in this Cooperative on or before October 1 prior to the year of intended termination.
- B. Prior to the expiration of the existing term and exercise of the option to renew this Agreement the parties shall review this Agreement for any mutually agreed upon changes.

ARTICLE VI
NOTICES

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States postal service as regular mail, postage prepaid and addressed as follows:

Superintendent
Granite Falls School District
205 N Alder Ave
Granite Falls, WA 98252

Superintendent
Lake Stevens School District
12309 22nd St NE
Lake Stevens, WA 98258

ARTICLE VII
ENTIRE AGREEMENT

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 appendices, 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.

“SERVING DISTRICT”

Granite Falls School District #332

Linda Hall, Superintendent

DATE

“RESIDENT DISTRICT”

Lake Stevens School District #4

Amy Beth Cook Ed.D., Superintendent

DATE