

Puget Sound ESD Unemployment Pool
UNEMPLOYMENT COMPENSATION INTERLOCAL
COOPERATIVE AGREEMENT

The Board of the Puget Sound Educational Service District, hereinafter referred to as the "PSESD", and the Shoreline School District, hereinafter referred to as the Local Education Agency or "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.
NAME

This organization shall be known as the Unemployment Compensation Pool Cooperative for member school districts (LEAs) for Puget Sound Educational Service District (PSESD).

II.
PURPOSE

The purpose of this organization shall be to join in a cooperative manner to form a pool to reimburse the Department of Employment Security for unemployment compensation benefits which are the liability of the member LEAs.

III.
JOINING THE COOPERATIVE

LEAs that apply for membership shall be offered a contract only upon approval of a majority of the Advisory committee and shall be admitted in accordance with an upon execution of the Interlocal Cooperative Agreement.

IV.
RENEWAL AND TERMINATION

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

**V.
FINANCING**

- A. Services will be supported totally by Pool funds previously contributed by LEAs. All LEA payments to the Pool shall be made on a monthly basis.
- B. The Executive Board of the Cooperative Advisory Committee will negotiate an annual administration fee with PSESD. This fee will be paid by the Pool on a quarterly basis at the beginning of each quarter.

**VI.
DUTIES OF THE LOCAL EDUCATION AGENCIES**

In order to facilitate this agreement and avail themselves of the services to be provided by the PSESD, the LEA shall perform the following functions and duties:

The LEA shall pay its share of the program costs. The expenditure of these funds shall be the responsibility of the PSESD. Programs for the purposes of this paragraph mean the total services provided by the PSESD pursuant to this agreement and all costs associated therewith.

**VII.
DUTIES OF THE EDUCATIONAL SERVICE DISTRICT**

In order to assist the LEA in providing services, the PSESD shall perform the following functions and duties within the constraints of funds made available by the LEAs for the purposes of this agreement:

- A. Develop budget and expend funds made available by the LEAs for the purpose of supporting and maintaining cooperative services provided for herein during the contract year encompassed by this agreement.
- B. Employ, compensate, and provide the technical personnel to operate the Cooperative. All persons employed by the PSESD 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 PSESD Board.
- C. Coordinate the purchase of supplies and materials for the Cooperative.
- D. Provide the necessary administrative services for the efficient operation 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. Conduct meeting of the Advisory Committee to review expenditures and goal progress.

VIII.
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 PSESD Board.

IX.
ADMINISTRATIVE UNIT

- A. Administration: It is agreed that the coordination, administration, and management of the Cooperative shall be by the PSESD. All services provided by the PSESD shall be performed in accord with policies adopted by the PSESD 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 that shall consist of representatives of the LEAs. The Advisory Committee should include at least one LEA Superintendent or designee. The PSESD 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 by-laws and rules of governance as needed.
- C. Executive Board: The Advisory Committee shall elect an Executive Board that shall consist of five members. The PSESD representative shall serve as a permanent member. The remaining four members shall be elected by the Advisory committee and shall serve staggered terms of three years. The Executive Board shall select a Chairperson from among its members annually, and said Chairperson shall also serve as the Advisory Committee Chairperson. The PSESD representative shall serve as Secretary of the Executive Board and the Advisory Committee.
- D. Meetings: The Executive Board shall meet as required, when called by the Chairperson or a majority of its members to conduct the business of the Cooperative; provided that there shall be at least one meeting of said Board annually between September 1 and August 31.

X.
PRIOR AGREEMENT

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

**XI.
NONDISCRIMINATION**

No person shall, on the grounds of race, creed, color, national origin, sex, marital status or the presence of any sensory, mental or physical handicaps, be excluded from participation in or be denied the benefit of, or otherwise be subjected to discrimination with regard to any activity pursuant to this agreement.

**XII.
VERBAL AGREEMENTS**

This written agreement constitutes the mutual agreement of the LEAs and the PSESD 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 PSESD and all the participating LEAs.

Signed:  4/7/15
John Welch, Puget Sound ESD Superintendent /Date

Signed:  4/14/2015
School District representative /Date

MARIA S. MILLER
Printed name of district representative

Title: Deputy Supt.

District: Shoreline School District No. 412