INTERLOCAL AGREEMENT
between
Shoreline School District No. 412
and
Seattle Public School District No. 1

This AGREEMENT is made and entered into by and between Shoreline School District No. 412 (herein Shoreline), and Seattle Public School District No. 1 (herein Seattle).

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 28A.230 of the Revised Code of Washington provides further authority for public schools districts to enter into interlocal agreements; and

WHEREAS, the parties desire to enter into an interlocal agreement for the purpose of providing Title I Services to Eligible Private School Children;

Now, therefore, the parties agree as follows:

1. PURPOSE
It is the purpose of this AGREEMENT to describe the interagency cooperation arrangement designed to combine funds allocated for private school children in all participating areas to create a pool of funds from which the Local Educational Agency (herein LEA) will provide equitable services to eligible private school children who are in the greatest educational need of those services and who reside in participating public school attendance areas.

2. THEREFORE, IT IS MUTUALLY AGREED THAT:
Shoreline and Seattle shall provide each other with educational support services to those students identified under the LEA program as outlined by the Title I Services to Eligible Private School Children, October 17, 2003, B-16.

3. PERIOD OF PERFORMANCE
The period of performance of this AGREEMENT shall commence on September 1, for each fiscal year in accordance with annual OSPI private schools intent to participate, and be completed by August 31, of each fiscal year enacted.

4. PROGRAM REQUIREMENTS
Both parties shall perform and supply the following as defined by Federal regulation in regard to Title I Private School Participation:

- Private school and LEA will provide student address information to the fiscal agent district for the purpose of determining Title I service area eligibility prior to when Title I services begin.

- Administer equitable Title I services to eligible students as identified per Federal and LEA requirements. Title I services shall include:
    - Diagnostic or other assessment data used to determine student academic need
    - Formative and summative assessments used to inform Title I instruction
    - Intervention instruction specific to student need in the areas of math and literacy
    - Equitable share services of teacher professional development and parent engagement pursuant to Federal per pupil guidelines provided by LEA of private school location.

5. FUNDING, PAYMENT AND REPORTING

Funding for qualified students will be set aside. The set aside will include:

- Required Title I, Part A equitable participation allocation for direct student services.
- Invoices for services provided will be submitted on January 31 and no later than June 30 in the fiscal year. Any services provided July 1 through August 31 of the fiscal year must be invoiced by September 10.
- Reports
    - Submitted each January 31st and June 30th to the fiscal agent district along with invoice
    - Reports to outline the following:
        - Specification of Private Schools where services were provided
        - Number of students served
        - Sessions per student conducted
        - Monies expended
- Student summary reports available upon request
- Once invoices and reports are submitted and reviewed for accuracy, payment will be submitted to the receiving district within thirty (30) days of receipt. Any discrepancies will be reconciled within sixty (60) days of receipt.

6. RECORDS MAINTENANCE

The parties to this AGREEMENT shall each maintain books, records, documents, and other evidence, which sufficiently and properly reflect all direct and indirect costs, expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel from the parties hereto, other personnel duly authorized by the parties, the Office of the State Auditor, and federal officials, so authorized by law. All books, records, documents, and other material relevant to this AGREEMENT will be retained for six years after expiration in the Shoreline Business Office and Seattle Business Office, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Records and other documents, in any medium, furnished by one party to this AGREEMENT to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond.

Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. Provided that disclosure may occur when disclosure is required pursuant to the public disclosure provisions of chapter

42.17 RCW. If such disclosure is requested, each party will notify the other of the request and allow the requested party sufficient time in compliance with the Public Disclosure Provisions to respond to consult with counsel, if appropriate, before responding to inquiry.

7. RIGHTS IN DATA
Unless otherwise provided, data which originates from this AGREEMENT shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by requesting party. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

8. INDEPENDENT CAPACITY
The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

9. AGREEMENT ALTERATIONS AND AMENDMENTS
This AGREEMENT may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

10. TERMINATION
This agreement terminates August 31, 2019, unless it is extended for a one-year period by mutual written agreement of the parties prior to August 31, 2019.

11. TERMINATION FOR CAUSE
If for any cause, a party does not fulfill in a timely and proper manner its obligations under this AGREEMENT, or if a party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation.

The responsible party will be given the opportunity to correct the violation or failure within 30 working days. If failure or violation is not corrected, this AGREEMENT may be terminated immediately by written notice of the aggrieved party to the other.

Either party shall have the option to terminate this AGREEMENT at any time. Termination shall be effective upon 30 (thirty) days written notice to the other party.

12. DISPUTES
In the event that a dispute arises under this AGREEMENT, a Dispute Board shall determine it in the following manner: Each party of this AGREEMENT shall appoint one member to the Dispute Board.

The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

13. GOVERNANCE
This AGREEMENT is entered into pursuant to and under the authority granted by the laws of the State of Washington. The provisions of this AGREEMENT shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this AGREEMENT, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. applicable state statutes and rules;
b. statement of work;
c. AGREEMENT between Shoreline and Seattle; and
d. any other provisions of the AGREEMENT, including materials incorporated by reference.

14. ASSIGNMENT
The work to be provided under this AGREEMENT, and any claim arising there under, is not to be assigned or transferred nor is it delegable by any party in whole or in part, without the expressed prior written consent of the others, which consent shall not be unreasonably withheld.

15. WAIVER
A failure by a party to exercise its rights under this AGREEMENT shall not preclude that party from subsequently exercising such rights and shall not constitute a waiver of any other rights under this AGREEMENT unless stated in writing and signed by an authorized representative of the party and attached to the original AGREEMENT.

16. SEVERABILITY
If any provision of this AGREEMENT or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this AGREEMENT which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this AGREEMENT, and to this end the provisions of this AGREEMENT are declared to be subject to severability.

17. ALL WRITINGS CONTAINED HEREIN
This AGREEMENT contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the parties hereto.

18. INDEMNIFICATION

To the extent permitted by state law, and for the limited purposes set forth in this AGREEMENT, each party shall protect, defend, hold harmless and indemnify the other party, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demand, suites, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this AGREEMENT. Each party agrees that its obligations under this subsection extend to any claim, demand, and / or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

IN WITNESS WHEREOF, and consistent with action by the respective governing bodies to so authorize, the parties have executed this AGREEMENT.

Shoreline School District No. 412

By: Ellen Kaje
Title I Administrator

Date 10/10/18

Seattle Public School District No. 1

By: Michael Stone
Director, Grants and Strategic Partnerships

Date 10/22/18

Shoreline School District No. 412

By: Marla Miller
Deputy Superintendent

Date 10/11/2018