

**INTERLOCAL AGREEMENT
REGARDING NONRESIDENT ENROLLMENT OF CITY OF MERCER ISLAND
EMPLOYEE'S CHILDREN OR DEPENDENTS**

This Interlocal Agreement ("Agreement") is entered into as of August 16, 2023, by and between Mercer Island School District No. 400 ("District") and the City of Mercer Island, a municipal corporation of the State of Washington ("City"), (collectively, "Parties") pursuant to and authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW).

WHEREAS the District desires to permit nonresident student enrollment for the child(ren) of eligible City employees beginning with the 2023-2024 school year; and

WHEREAS the City has determined that cooperative action with the District permitting the nonresident student enrollment of a child(ren) of eligible City employees represents a benefit to such employees; and

WHEREAS the Parties desire to enter into this Agreement to set forth the terms and conditions under which nonresident student enrollment will be permitted;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions for eligible City employees to enroll dependent child(ren) as nonresident student(s) in the District regardless of whether the District is determined to be open for nonresident enrollment. The dependent child(ren) of City-staff will be eligible to enroll in the below:

- a. A District school that houses early intervention services pursuant to RCW 28A.155.065 or preschool services pursuant to RCW 28A.155.070, if the student is eligible for such services; or
- b. A school deemed by the District to be the best location based on enrollment space and capacity.

2. Eligibility.

To be eligible for enrollment under this Agreement, a child must be the dependent child of a full-time or part-time City employee, including limited term employee whose employment term with the City is at least one year in length, who is employed by the City on a regular basis and who receives City-paid benefits. Temporary, casual, or seasonal employees are expressly excluded from this definition.

An application from a nonresident student who is the dependent child of an eligible City employee may be rejected if:

- a. The student's disciplinary records indicate a history of convictions for offenses or crimes,

violent or disruptive behavior, or gang membership; provided that for purposes of this section a "gang" is defined as a group that consists of three or more persons, has identifiable leadership, and on an on-going basis, regularly conspires and acts in concert mainly for criminal purposes;

- b. The student has been expelled or suspended from a public school for more than ten consecutive days; provided that the District's regulations allowing for re-admission of expelled or suspended students apply uniformly to both resident and nonresident applicants; or
- c. Enrollment would displace a child who is a resident of the District.

3. Confirmation of Employment Status.

The District reserves the right to contact the City's Human Resources Department to verify the employment status of any City employee submitting an application for nonresident student enrollment under this Agreement.

It is the responsibility of the City employee to report to the District's Choice Transfer Coordinator any change in employment status within five (5) business days.

4. Enrollment Process.

a. Application for Nonresident Enrollment

City employees who desire to enroll their child(ren) as nonresident students in a District school or schools are required to apply annually for admission on behalf of their child(ren). The application procedure requires the City employee to complete the appropriate interdistrict transfer application process to be outlined in Board Policy 3141: *Enrollment – Nonresident Students*. Enrollment of nonresident students in a District school or schools may occur only after an interdistrict transfer application has been approved by the District and the student's resident school district.

Failure of a City employee to complete the application process or any material misrepresentation of facts by the applicant regarding application information shall be grounds for denying the admission request.

b. Enrollment for Successive Years

A City employee's nonresident dependent child(ren) may continue to enroll in the District so long as this Agreement or any extension thereto remains in effect, the City employee remains a part-time or full-time employee as described in *Section 2*, and if the eligible City employee completes the interdistrict transfer application process consistent with Board Policy 3141: *Enrollment – Nonresident Students*.

During the District's annual Review Student Verification Process (RSVP), the City employee must provide proof of:

- i. an approved interdistrict transfer application for the school year in which their nonresident student(s) is/are being enrolled, and

ii. proof of continuing City employment consistent with Section 2.

5. Change in Employment Status.

As a condition on enrollment, a City employee whose dependent, nonresident child(ren) is/are enrolled in the District pursuant to this Agreement is obligated to inform the District of changes in their City employment status. Specifically, a City employee must provide written notification to the District's Choice Transfer Coordinator of a change in employment status and submit a new interdistrict transfer application if the City employee:

- a. becomes a temporary, casual, or seasonal City employee or a City employee who is otherwise ineligible for City-paid benefits, or
- b. separates from City employment.

In response to a notification that a City employee has had a change in employment status and after receiving a new, complete interdistrict transfer application, the District will follow the below procedures:

- a. If the separation or change in employment status occurred after the first day of the traditional, 180-day academic year, the District may allow the child(ren) of the employee to complete the current school year before unenrolling the child(ren); or
- b. If the separation or change in employment status occurred after the first day of the traditional, 180-day academic year and the child(ren) is/are enrolled in the 11th grade and has/have continuously attended Mercer Island High School since the beginning of the academic year, the District may allow the child(ren) to complete the remainder of the current school year and permit them to apply to complete the subsequent school year regardless of whether the District is open for enrollment to other nonresident students. Eligibility for 11th grade students to ongoing enrollment under this subsection does not extend to siblings who do not otherwise qualify under this subsection.
- c. If the City employee separates from employment or otherwise becomes an ineligible employee under Section 2, prior to the first day of the next, traditional 180-day academic year for which their child(ren) has/have been admitted for nonresident student enrollment, the District reserves the right to rescind any interdistrict transfer applications previously accepted for the upcoming school year.

6. Transportation and Supervision.

As a condition on enrollment, City employees who enroll their child(ren) in the District pursuant to this Agreement are responsible for providing adequate transportation for their child(ren) to the school their student(s) attends. Unless otherwise agreed to by the District on an individual student basis, the District shall incur no cost or responsibility for transporting any City employee's nonresident child enrolled in the District pursuant to this Agreement. Further, such City employees are responsible for the supervision of their child(ren) both before and after school.

7. Nonresident Enrollment Notification.

The District's Superintendent or designee shall provide written notification of the approval or denial of an interdistrict transfer application within forty-five (45) days of receipt of a completed application. If the application is rejected, the notification shall include the reason or reasons for denial, the right to request an informal conference with the superintendent or designee to reconsider the denial, and the right to appeal to the superintendent of public instruction or designee under RCW 28A.225.225(5).

8. Impact of Agreement Termination on Enrollment.

Should this Agreement be terminated by the District, City employees with a dependent child enrolled in the District at the time of termination who maintain continuous, regular employment with the City shall be permitted to apply for nonresident enrollment for their child(ren) until each nonresident student, independent of one another, has completed the grade-band in which the student was enrolled at the time of the Agreement's termination (i.e., grades K-5, 6-8 or 9-12). Such applications must comport with Board Policy 3141.

9. Indemnification. The City will protect, defend, indemnify, and save harmless the District, its officers, employees, and agents from and against any costs, claims, actions, liabilities, judgments or awards and damages (including attorney's fees and costs) arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, its employees, and agents in connection with this Agreement. The District will protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from and against any and all costs, claims, actions, liabilities, judgments or awards and damages (including attorney's fees and costs) arising out of or in any way resulting from the negligent acts or omissions of the District, its officers, employees, and agents in connection with this Agreement. The Parties waive any immunity that may be granted to them under the Washington State Industrial Insurance Act, Title 51 RCW, but only to the extent necessary to effectuate this provision.

10. Nondiscrimination.

All applications for nonresident attendance submitted under this Agreement shall be considered equally on a fair, rational, and equitable basis pursuant to RCW 28A.225.225 and WAC 392-137-205(1) and no applicant shall be denied admission because of race, creed, color, sex, sexual orientation, age, national origin, marital status, physical and motor disability, or other circumstances prohibited by federal, state, or local law or ordinance.

11. Administration of Agreement.

Each party shall designate an official responsible for the administration of this Agreement and negotiate with regard thereto. These officials shall meet from time to time as they deem necessary to discuss the Agreement, the performance thereunder, and other relevant matters.

12. Amendment.

This Agreement may be amended only upon consent of all Parties hereto. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which

it was originally adopted.

13. Severability.

If any provision of this Agreement is held to be invalid or unenforceable, such provision will be struck from this Agreement and the remaining provisions will remain in full force and effect.

14. Integration Clause.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

15. Governing Law/ Venue.

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The venue for any cause of action arising out of this Agreement shall be King County, Washington.

16. Authority.

Each individual executing this Agreement on behalf of the City and the District represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the City or District, respectively.

17. Duration/Termination.

The initial term of the Agreement shall extend from the execution date until August 31, 2025. This initial term permits the enrollment of nonresident children of eligible City employees during the 2023-24 academic year and/or the 2024-25 academic year.

The District may, at its sole discretion, choose to renew this Agreement for successive two-year periods. Any renewal of this Agreement will enable the enrollment of nonresident children of eligible City employees on a year to year basis for up to a maximum of two academic years per renewal.

In the event that the District wishes to renew the Agreement, written notice must be provided to the City no later than February 1, 2025, and every two years thereafter. The notice will indicate the District's intention to either terminate the Agreement or renew it.

The Agreement may be renewed for a maximum of four (4) successive terms under this Agreement.

Any additional terms or conditions pertaining to the termination, or renewal of this Agreement shall be documented in writing and agreed to by both parties as an addendum to this Agreement.

18. Agreement Notices.

Under this Agreement, all notices and other communications are required to be in writing. The

following methods of delivery are deemed acceptable:

- a. In-person Delivery: If a notice is delivered in person on any business day during regular operating hours, it will be considered duly given and received on that day.
- b. United States Mail: If a notice is sent via United States mail, it will be deemed to have been duly given on the first business day following its deposit with USPS. The notice should be sent with postage prepaid and through certified or registered mail, with a return receipt requested.
- c. Electronic Delivery: If a notice is delivered electronically to the District Superintendent or City Manager, it will be considered duly given on the next business day following the delivery.

19. Effective Date.

This Agreement shall be effective upon ratification by action of the governing body, execution of each of the Parties, and publication as required under chapter 39.34 RCW.

IN WITNESS WHEREOF, the parties have executed this Agreement on the __ of August, 2023.

CITY OF MERCER ISLAND

MERCER ISLAND SCHOOL DISTRICT



City Manager



Superintendent


Dated: July 28, 2023

Dated: 8/15/23

Approved as to Form:

s/ Bio Park 07/28/2023

City Attorney

 8/11/2023

Executive Director of Compliance, Legal
Affairs and Human Resources