2024 – 2025 INTERLOCAL COOPERATIVE AGREEMENT

The Board of Puget Sound Educational Service District, hereinafter referred to as the "PSESD," and resident Districts, hereinafter referred to as the Local Education Agency or "LEA", in accordance with the requirements of Chapter 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. NATURE, NAME, AND PURPOSE OF ORGANIZATION

The purpose of this agreement is to provide educational and behavioral services to be used by LEA(s) to provide support to administrators, staff, and students. This agreement will provide cost effective resources necessary to meet the needs of the LEA(s).

The name given to this cooperative is ReLife School, a regional program of Puget Sound Educational Service District (PSESD). ReLife School is designed to help students (grades 2-12 grow academically while working through their behavioral challenges. The program employs a strong focus on the individual academic growth of students.

Through efforts to improve students' executive functioning, attention to detail and social interactions, staff engage students in study skills and assignment/project completion, resulting in increased learning and high school graduation. ReLife staff create a safe and structured learning environment for students to grow academically and provide the skills and strategies to replace harmful behavior with socially adaptive behavior. This is accomplished through high-quality teaching, in-class engagement, and modeling and reinforcement for both individuals and groups. The goal is to successfully transition each student from the ReLife program to a larger world, be it their neighborhood school or post-secondary education.

ReLife's core values include high academic expectations, safety, respect, and responsibility. Students will learn skills and strategies that correspond with the Whole Child Instructional Model, so they feel challenged, healthy, engaged, safe, and supported. They will learn to demonstrate respect for themselves and others. All students will learn to demonstrate increasing levels of responsibility to themselves, their peers, and their community. This is achieved through explicit and focused instruction and through daily modeling of these values for the ReLife students.

The general purpose of this Interlocal Cooperative Agreement ("Agreement") is the formation of a cooperative to provide educational and behavioral management programs and services to students of the LEA(s) as authorized by the aforementioned statutes and/or other applicable laws.

II. EFFECTIVE DATE

This agreement shall be in effect beginning September 1, 2024, and will expire on the August 31, 2025, with an option to renew as described in Section IV. The period from September 1, 2024 to August 31, 2025 shall be known as the contract year. This agreement is not considered valid unless there are sufficient revenues to pay salaries of staff, district, and indirect costs.

III. JOINING THE COOPERATIVE

All LEAs desiring to be members of the Cooperative will be required to check the appropriate box and sign the Signature Page of this agreement. LEAs who do not wish to join the Cooperative but wish to participate in the program will be required to check the appropriate "Non-Member District Fees" box and sign and complete the Signature Page. Non-member districts will comply with all parts of the Interlocal Cooperative Agreement; the only difference will be the fee structure.

IV. RENEWAL AND TERMINATION

This agreement is available for 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 on or before June 1 of the contract year. The PSESD must give written notice of its election to terminate or change participation to the LEAs by May 1 of the contract year. The PSESD will submit agreements to each LEA on or before June 30 each year.

V. FINANCING

Each LEA participating in this Cooperative commits to pay to PSESD the cooperative fee and basic service cost required to support that LEA's student(s)' annual placement and services within ReLife School. Participating districts that do not join the Cooperative agree to pay higher monthly costs for student placement. See Appendix A for details on member and nonmember tuition rates.

A. Each spring, LEAs will be asked to project the number of slots needed for the upcoming school year. The program budget will be developed as a result of this information.
B. Student placements can be annual (slots) or month-to-month. For the sake of continuity of programming, ReLife encourages districts to make annual placements but does recognize the need for flexibility in placements when an annual slot is not reasonable. Costs for different placement options are presented in Appendix A.
C. If a student withdraws/transitions from the program, the LEA has the following options: Place another qualified student into that slot, or transfer slot to another District in need of a slot. If these options are not selected, the LEA remains responsible for payment of the slot.
D. LEAs will receive an invoice each month for the appropriate amount; the Cooperative fee shall be due by September 30, 2024.
E. If a student requires more intensive support or staffing beyond the basic ReLife program, the LEA will have the option for a 1:1 Assistant at an additional cost (See Appendix A).
F. For Non-Member Districts, slot(s) will be the responsibility of LEA(s) for one twelve-month period with same financial responsibilities as Cooperative members. Decision to approve non- PSESD member participation rests with the PSESD Superintendent.
G. For students that are not filling a committed slot, charges for the first month will be prorated on a daily cost basis as outlined in Appendix A.
H. In the event participation in the program is significantly below projections as identified in Paragraph V.A. above, the Advisory Committee will be convened by November 14 to consider modifying the steps outlined in Paragraph V.C. above.

VI. DUTIES OF THE EDUCATIONAL SERVICE DISTRICT

In accordance with this Agreement, PSESD shall:

A. Operate ReLife School, an educational and behavioral management program for (Grade 2 – 12) students with severe emotional and behavioral problems. See appendix B.

Ensure Teaching Staff are:

1. Centering instruction on high expectations for student achievement.
2. Demonstrating effective teaching practices.
3. Recognizing individual student learning needs and developing strategies to address those needs.
4. Providing clear and intentional focus on subject matter content and curriculum.
5. Fostering and managing a safe, positive learning environment.
6. Using multiple student data elements to modify instruction and improve student learning.
7. Communicating and collaborating with parents and the school community.
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

Ensure Site Leadership are:

1. Creating a school culture that promotes the ongoing improvement of learning and teaching for students and staff.
2. Demonstrating commitment to closing the achievement gap.
3. Providing for school safety.
4. Leading the development, implementation, and evaluation of a data-driven plan for increasing student achievement, including the use of multiple student data elements.
5. Assisting instructional staff with alignment of curriculum, instruction, and assessment with state and local district learning goals.
6. Monitoring, assisting, and evaluating effective instruction and assessment practices.
7. Managing both staff and fiscal resources to support student achievement and legal responsibilities.
8. Partnering with the school community to promote student learning.

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 operations 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. Contract or subcontract with any person or entity to obtain needed services to operate this program.

G. Develop consistent procedures for entering and exiting of students into and from the program. See Appendix B.
H. Coordinate inter-district and interagency services and agreements required to implement educational plans, programs, and other additional on-site services.
I. Coordinate supportive services and emergency services as needed. Special education and related services for students will be based upon Individualized Education Program (IEP)-designated needs, as determined by the IEP committee. The resident LEA is responsible for providing related services. ReLife School will work jointly with the LEA to determine where and when related services will be offered. All related services must be arranged according to the intake process.
J. Coordinate program and LEA personnel in accomplishing assessments, IEPs (to include resident LEA participation), transition plans, and a full continuum of services for students.
K. Make the final determination (with input from each LEA) as to which students attend and continue in ReLife School.
L. Review each admitted student for appropriateness of placement after a period of 30-45 days.
M. Conduct meetings of the Advisory Committee to review expenditures and goal progress.

VII. DUTIES OF THE LOCAL EDUCATION AGENCIES

Each LEA acknowledges that by entering into this Agreement they are causing financial commitments by other parties to occur and, therefore, agree they will not terminate prior to the expiration date without the consent of PSESD and any other party to this Agreement that would suffer financially thereby. In a situation such as this, the PSESD will enter into conversation with the LEA to determine an equitable remedy.

In the event of a unilateral termination without consent, the terminating party agrees to indemnify and pay other parties that have not agreed to bear any financial loss, resulting from such termination. 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:

A. The LEA shall pay its share for the program costs as set forth in the Cooperative fee schedule marked as Appendix A. 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.

B. The LEA shall be solely liable for any damage, destruction, or loss of Cooperative property while in its possession (E.g., In the rare case that Cooperative property would be used by a student in their home district during transition). The LEA further agrees that it shall indemnify and/or hold harmless the PSESD and all other LEAs from any liability due to the LEA's failure to use due care in the uses of the Cooperative property.

Additionally, each LEA acknowledges that Chapter 28A.155 RCW, Chapter 392-172A WAC, 20 U.S.C./1400 (IDEA), and this Agreement impose responsibilities on each resident LEA and that those responsibilities are not extinguished by delegation, in part or in total, under this Agreement.

To this extent, it is understood and agreed between the parties hereto that the purpose and intent of this Agreement is that the PSESD provide cooperative services for the programs being conducted by the LEA for the students' resident within the LEA, who otherwise qualify for such services. Each LEA shall retain the responsibility to:

A. Assure its students are receiving an appropriate education.
B. Transport its students to and from the ReLife School location.
C. Comply with all provisions as required by Chapter 28A.155 RCW, Chapter 392-172A WAC, and 20 U.S.C./1400 (IDEA).
D. Incorporate policies required by Chapter 392-172A WAC and 20 U.S.C./1400 (IDEA).
E. Follow the intake processes for the good of the cooperative ensuring ReLife gets all pertinent documents (IEP amendment, functional behavioral assessment (FBA), behavioral improvement plan (BIP), shot record, testing scores, transcripts, etc.), support for the IEP system, and training for state testing administration.
F. Assistive technology decisions for individual students will be made based on the LEA's assistive technology assessment and recommendations. The LEA will be required to provide and be fiscally responsible for the purchase, upkeep and replacement of all assistive technology required by a student's IEP. The LEA and ReLife will work in conjunction to ensure staff maintain a level of skill for successful implementation of the assistive technology.
G. The LEA will be expected to provide and be fiscally responsible for legal representation during meetings where the parent invites legal representation.

VIII. INDEMNIFICATION/HOLD HARMLESS

Each party shall defend, indemnify, and hold the other party, its officers, officials, employees, and volunteers harmless from all claims, injuries, damages, losses, or suits including attorney fees, arising out of injuries and damages caused by each party's own negligence.

IX. DISPUTE RESOLUTION

Disputes arising out of this Agreement, excluding disputes over indirect and administration costs, shall be resolved in the following fashion:

A. If the dispute is between LEAs, then the disputing parties will present their arguments first to the Executive Director of Learning, Teaching and Family Support (PSESD), who oversees ReLife School, to make a determination. If the dispute is not resolved, it may then be referred to the Superintendent of PSESD.
B. If the dispute is between participating LEA(s) and PSESD, then the LEA(s) will appoint someone to represent them, PSESD will appoint someone to represent it, and those two representatives will appoint someone as a third representative. Decisions will be made by a vote of the representatives, and the party receiving the majority of votes will prevail.

X. 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 (except in Cooperatives where equipment is purchased with federal or state grant dollars, such equipment becomes the property of the funding agency).

XI. ASSIGNMENT/WAIVER/SEVERABILITY

No rights or responsibilities required or authorized by this Agreement can be assigned by any party hereto unless otherwise allowed in this Agreement.
No provision of this Agreement, or the right to receive reasonable performance or any act called for by its terms, shall be deemed waived by a breach thereof as to a particular transaction or occurrence.

If any term or condition of this Agreement of application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid term, condition, or application. The terms and conditions of this Agreement are declared severable.

XII. NON-DISCRIMINATION

It is the policy of the Puget Sound Educational Service District to employ persons on the basis of experience, training, and merit. The PSESD is committed to non-discrimination in all aspects of its education programs and employment practices. The agency prohibits discrimination against any employee, applicant, student, intern or volunteer because of race, creed, color, national origin, sexual orientation including gender expression or identity, pregnancy, marital status, religion, age, honorably discharged veteran or military status, the use of a trained dog guide or service animal, the presence of any sensory, mental, or physical disability, or any other basis prohibited by law. It is the policy of the Puget Sound Educational Service District (PSESD) to employ persons on the basis of experience, training, and merit, and to provide equal access of agency facilities to designated youth groups.

No student shall be denied an equal educational opportunity or be unlawfully discriminated against because of national origin, race, religion, gender, pregnancy, marital status, sexual orientation including gender identity, or a physical, mental, or sensory disability.

Puget Sound PSESD complies with applicable federal, state, and local laws as may pertain thereto. The administrator for Human Resources and Organization Development will serve as the compliance officer for this policy and also serves as the Title IX/RCW 28A.640 Officer and Section 504 Coordinator.

XIII. 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 formed 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, which shall consist of representatives of the LEAs. Each 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 bylaws and rules of governance as needed.

XIV. HEADINGS/SIGNATURES/APPROVAL

The headings of each section of this Agreement are only provided for the aid to the reader. If there is any inconsistency between the heading and the context, the context will prevail.

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. The parties further agree that this Agreement, together with any addendum, 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 or her Board of Directors or he or 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.

XV. PRIOR AGREEMENT

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

XVI. 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 of the participating LEAs. The signatures below acknowledge that the selections made in Appendix A are a binding part of this agreement.

SIGNATURES:

School District Superintendent Date	PSESD Superintendent Date
School District No. 17411 Issaquah Sch District	Puget Sound Educational Service District
King County, Washington	Pierce/King County, Washington

DISTRICT CONTACTS

School District's Designee to **ReLife Advisory Committee:** Joan Lawson, Director of Special Services

Designee's District Address: 5150 220th Ave SE, Issaquah WA 98029

Phone: 425-837-7090 Fax: 425-837-7029 E-Mail Address: LawsonJ2@issaquah.wednet.edu

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School District Business Office Contact(s)

Name(s): Ursula Baba, Admin Assist, Special Services Dept

Phone: 425-837-7090 Fax: 425-837-7029 E-Mail Address: BabaU@issaquah.wednet.edu

Will there be a purchase order issued? o yes o no

School District Transportation Contact(s)

Name(s): Joan Lawson and Issaq SD - Transportation Routing Phone: 425-837-7102 425-837-6342

E-mail: LawsonJ2@issaquah.wednet.edu and Routing@issaquah.wednet.edu

Transportation will be serviced via (check all that apply):

- ☐ District bus/van
- ☐ A&A Transportation
- ☐ Around the Sound
- ☐ Ever Driven
- ☐ Hope Skip Drive
- ☒ Other To Be Determined

Agreement Expiration Date: August 31, 2025

Appendix A

2024-2025 Interlocal Cooperative Agreement Membership and Tuition Fees

COOPERATIVE MEMBERSHIP FEE: **$8,000** *(due September 30, 2024)*

TUITION FEES: *(all tuition is inclusive of the following costs: two daily USDA approved meals, property damage caused by student(s), incentive programs, student store operation, and expenses associate with student transportation due to unforeseen circumstances)*

Cooperative Member:

Guaranteed Slot:	$7,311 per month
*Month-to Month:	$8,054 per month
1:1 Assistant:	$9,694 per month

Non-Member:

*Month-to-Month:	$9,780 per month
1:1 Assistant:	$9,694 per month

**Month-to-Month placements will be pro-rated for the first month. Every month, or partial month thereafter will be charged the full monthly rate.*

Cooperative Members:

_____ We would like to join the cooperative and reserve_____slot(s) for the 2024-2025 school year.

OR

_____ We would like to join the cooperative and pay month-to-month for the 2024-2025 school year.

Non-Cooperative Members:

_____ We would prefer not to join the cooperative at this time and will pay the non-member, month-to month fee for any student(s) enrolled at ReLife for the 2024 -2025 school year.

1:1 Assistant:

_____ The student we are placing at ReLife requires extra support in the form of a 1:1 Assistant.

District:	Contact Person:
Phone:	E-Mail:

Appendix B

ReLife School Intake Process

1. The Local Education Agency or "LEA notifies ReLife that they have a potential student for consideration.
2. The student's file (IEP, FBA, BIP, & any other pertinent data) is sent to the ReLife administrative team for review.
3. The team reviews the file (3-5 days) to determine a programmatic fit for academic, behavioral, and safety needs.
4. Once fit is determined, a Consideration of ReLife Enrollment "CORE" meeting is scheduled with teams from ReLife, the LEA, the student, and family/caregivers.

4a. If it is determined that ReLife is not the student's least restrictive environment (LRE), a conversation is then initiated by ReLife administration with the LEA.

As part of the enrollment process, prospective students are screened by ReLife's CORE team to consider a student's LRE in relation to our program and physical space. A student may screen out if the CORE team believes the environment to be unsuitable. Specifically, the team focus is as follows:

1. Will the student stay within the parameters of the ReLife campus?
2. What is the student's level of physical aggression? Is it reasonable to assume ReLife can provide hands-off support while maintaining safety for those within the environment?
3. Does the student have the cognitive skills to follow a leveled system which is the basis of the ReLife program?
4. Does the student have an ERP in place? As a hands-off program, students who need an emergency response protocol regarding restraint and/or isolation, require a more restrictive environment than ReLife.

"No" answers to the above will not automatically disqualify a student from the ReLife program but will prompt a deeper discussion. ReLife's CORE team considers safety above all else. It is for this reason that having an open slot is not the only determining factor of placement. All student referrals are on a case-by-case basis. Some of the behaviors that ReLife is not equipped to manage include the following:

- students who have toileting needs
- students who cannot feed themselves or take care of their basic life functions
- students who are considered medically fragile (see Policy 45171 Washington State Department of Children, Youth & Families)
- students who are excessively violent (may need to be determined at the time)

If a student who has been accepted to ReLife begins to exhibit signs that show ReLife may be unable to support them (such as showing some of the above indicators), ReLife administration will begin conversations with the student's LEA per section VI. l. of the Interlocal Agreement.

Appendix B – ReLife School Intake Process Pg.2

At the beginning of the 2020-2021 school year ReLife moved away from the Right Response system of de-escalation and adopted the Ukeru system.

Ukeru gave ReLife staff the opportunity to focus on de-escalation without physical contact. Less physical contact leads to less trauma. ReLife also added Character Strong as the platform for Social and Emotional Learning (SEL) curriculum.

As a result of this inclusions to the ReLife program, daily protocols now include the following:

- Personalized student Care and Comfort Plans (created by staff with student input)
- Student access to preferred sensory items in all classrooms *(Sensory strategies are used on the classrooms to assist with self-regulation.)*
- Addition of a Sensory Room *(When a student asks for a separate space for regulating themselves, ReLife has a dedicated room for meeting student sensory needs. Adult supervision is provided at all times when a student is using the sensory space and staff have been trained in co-regulation strategies.)*
- Opportunities for large muscle movement
- Increased opportunities for breaks with preferred staff
- Increased opportunities for breaks in alternate locations (partner classrooms, outside or open spaces)
- Clearing the room of other students to give the student privacy
- Phone calls to/from parents/guardians or other members of the support team
- Increased staff training in recognizing power struggles and how to avoid them