

**Resolution No. 11-41**  
**OF EDMONDS SCHOOL DISTRICT NO. 15**  
**Snohomish County, Washington**

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**AUTHORIZE INTERLOCAL COOPERATIVE AGREEMENT**  
**WITH MUKILTEO SCHOOL DISTRICT NO. 6**  
**FOR SHARING THE EMPLOYER'S COST OF HEALTH BENEFITS FOR ANNA BROWN**

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WHEREAS, RCW 39.34, the Interlocal Cooperative Act, provides for interlocal cooperation between governmental agencies; and

WHEREAS, Anna Brown, a certificated physical therapist, is employed by Mukilteo School District No. 6 at .6 Full Time Equivalent (FTE) and .4 FTE by Edmonds School District No.15; and

WHEREAS, Edmonds School District No.15 agrees to reimburse Mukilteo School District No. 6 for the share of the employer's cost of health benefits attributable to .4 FTE for Anna Brown; and

WHEREAS, Mukilteo School District No. 6 agrees to provide health benefits at 1.0 Full Time Equivalent (FTE) for Anna Brown.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of Edmonds School District No.15, Snohomish County, as follows:

1. That an interlocal cooperative agreement be formed between Edmonds School District No.15 and Mukilteo School District No. 6 to share the employer's cost of health benefits for Anna Brown.
2. That the Superintendent or designee of Edmonds School District No.15, Snohomish County, Washington, is hereby designated as representative to the interlocal cooperative agreement, and the Superintendent or designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

ADOPTED by the Board of Directors of Edmonds School District No.15, Snohomish County, Washington, at a regular meeting thereof, this 25th day of October, 2011.

Edmonds School District No. 15  
BOARD OF DIRECTORS

\_\_\_\_\_  
Susan Paine, Board President

\_\_\_\_\_  
Gary Noble, Vice President

\_\_\_\_\_  
Susan Phillips, Legislative Representative

\_\_\_\_\_  
Patrick Shields, Member

ATTEST:

\_\_\_\_\_  
Nick Brossoit, Ed.D.  
Secretary of the Board

\_\_\_\_\_  
Ann McMurray, Member

INTERLOCAL AGREEMENT  
Between  
Edmonds School District No. 15  
and Mukilteo School District No. 6  
for

Sharing the Employer's Cost of Health Benefits for Anna Brown

This agreement is made by and between Edmonds School District No.15 ("Edmonds") and Mukilteo School District No. 6 ("Mukilteo"), both municipal corporations under the laws of the State of Washington.

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34RCW, provides for interlocal cooperation between government agencies; and

WHEREAS, Anna Brown ("Brown") is a Physical Therapist; and

WHEREAS, Brown is employed for the 2011-12 school year with Mukilteo, as well as with Edmonds for .4 FTE; and

WHEREAS, Mukilteo will pay the employer's share of the cost of health benefits for Brown at the amount to which she is entitled with her combined FTE with Mukilteo and Edmonds; and

WHEREAS, Edmonds agrees to reimburse Mukilteo for the share of Edmonds' cost of health benefits for Brown attributable to .4 of her FTE;

NOW, THEREFORE, Edmonds and Mukilteo agree as follows:

1. Mukilteo Responsibilities. Mukilteo shall:
  - a. Provide coverage for Brown's health benefits, under the Mukilteo health benefit plans, equivalent to her combined FTE at both districts.
  - b. Invoice Edmonds in November 2011 for its share of the employer's cost of Brown's health benefits, computed in accordance with the formula in Attachment 1.
2. Edmonds Responsibilities. Edmonds shall:
  - a. Reimburse Mukilteo for .4 of the employer's cost of health benefits for Brown, computed in accordance with the formula in Attachment 1.
  - b. Not cover Brown under any mandatory or elective insurance, as it does for all other .4 FTE certificated employees.
3. Term of Agreement. The term of this Agreement shall be from September 1, 2011 through August 31, 2012 only.
4. Indemnification. To the extent permitted by state law, 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, suits, 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.
5. Governing Law and Stipulation of Venue. This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

For Edmonds School District No. 15

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For Mukilteo School District No. 6

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INTERLOCAL AGREEMENT**  
Between Edmonds School District No. 15  
and Mukilteo School District No. 6  
for Sharing the Employer's Cost of Health Benefits for Anna Brown

Attachment 1: Formula for Computing Edmonds' Share of the Employer's Cost of Anna Brown's Health Benefits

Using the following computation, Edmonds agrees to reimburse Mukilteo, and Mukilteo agrees to accept as full payment of Edmonds, for its share of the employer's cost of Brown's health benefits:

2011-12 State Allocation towards employee benefits:	\$768.00
Plus additional amount contributed by Edmonds to all Edmonds Education Association employees (no pooling considered)	<u>\$ 50.98</u>
	<u>\$818.98</u>
<u>Multiplied by Anna Brown's FTE at Edmonds</u>	<u>.40</u>
Equals the maximum monthly contribution by Edmonds	\$327.59

Edmonds' maximum contribution for Brown's health benefits in 2011-12 school year is \$3,931.08 or Mukilteo's actual cost, whichever is less.