Stanwood Camano School District #401

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INSTRUCTIONAL SERVICES

Lloy Schaaf

Assistant Superintendent of Teaching and Learning

Memorandum

To: Stanwood-Camano School Board of Directors

Fr: Lloy Schaaf, Ed.D.

Re: Approval of NWESD Science Material Center Interlocal Agreement

Date: October 15, 2019

Attached, please find the Interlocal Agreement with the Northwest Educational Service District 189 (NWESD) Science Materials Center for the 2019-20 school year. The Science Material Center refurbishes our elementary science kits. This refurbishment is critical to appropriate use of the science kits.

RECOMMENDATION: That the board approves the Interlocal Agreement with the NWESD Science Materials Center.

/th

NWESD SCIENCE MATERIALS CENTER
INTERLOCAL COOPERATIVE AGREEMENT

I. INTRODUCTION

WHEREAS, RCW 39.34 and RCW 28A.320.080 together authorize the local school districts within the State of Washington to join together to form cooperatives for the purpose of providing services for the participating school districts; and,

WHEREAS, RCW 28A.310.180 directs educational service districts to establish cooperative service programs for school districts within their service area which will hopefully economize for the local school districts by providing services that would otherwise be more expensive if the Cooperative were not formed or which will provide services that could not otherwise be efficiently acquired; and,

WHEREAS, several local school district superintendents and their Boards of Directors within the Northwest Educational Service District 189 (hereinafter referred to as NWESD) service area have determined that support for the refurbishment of science materials (kits) and the professional development of school district staff to effectively use those materials in classrooms can be accomplished on a cooperative basis more cheaply and efficiently, they have requested that NWESD form a Science Materials Center Cooperative (hereinafter referred to as Cooperative) to help provide this support; and,

WHEREAS, the Board of Directors and Superintendent of NWESD 189 have agreed to coordinate and operate the Cooperative.

NOW THEREFORE, a Science Materials Center Cooperative is hereby created by and between NWESD and various school districts (the signatory school district to this Agreement is hereinafter referred to as District) according to the terms and conditions described below.

II. NAME/PURPOSE

This Cooperative will be known as the NWESD 189 Science Materials Center Cooperative (hereinafter referred to as Cooperative). The purpose of the Cooperative is to provide science kit refurbishment services and initial professional development to teachers in member districts related to the use of the science kits.

III. MEMBERSHIP

Membership in the Cooperative will be limited to school districts and private schools located within the boundaries of NWESD. All membership applications require submission of two (2) appropriately executed originals of this Agreement, signed by the school district Superintendent or private school Administrator.

IV. TERM OF AGREEMENT

For any individual District, this Agreement will begin September 1, 2019 and end August 31, 2020. Further, each participating District agrees to continue participation in the Cooperative for each consecutive fiscal year, beginning September 1, following the prior August 31 unless it provides written notice of termination prior to the April 1 preceding the August 31 of termination period. Termination is limited to August 31 of the identified year. The Advisory Council can, by a majority of a quorum (defined in Section V), decide to discontinue operating the Cooperative, with said discontinuance to

be effective August 31 of the year of the decision; however, no termination decision can be made later than April 1 before the date of termination.

V. ADVISORY COUNCIL

An Advisory Council consisting of the superintendent of each participating/member District, or his/her designee is hereby created. The purpose of such Advisory Council is to monitor the performance of this Agreement, amend this Agreement (with concurrence of all parties affected), and terminate this Agreement as provided in Article X. Additionally, the Advisory Council will be responsible for making recommendations to NWESD regarding policies unique to the operation of the Cooperative and recommending modifications to the program budget should student enrollment fall significantly below projections.

Activities of the Advisory Council shall take place as needed, called by a majority of its members or the Superintendent of NWESD, or his/her designee. Decisions by the Advisory Council will be made by a vote of greater than fifty percent (50%) of a quorum. A quorum is defined as follows: at least fifty percent (50%) of the representatives appointed to the Advisory Council. Participation may occur via technological participation, including email, providing at least seven (7) calendar days prior notice was provided to each member District superintendent or designee.

VI. ORGANIZATION FINANCE/BUDGET MAINTENANCE

It is the desire of the members to have NWESD operate and supervise the Cooperative. To this extent, NWESD will incorporate in its operational budget the dollars collected from the districts participating in this Cooperative, will account for the expenditures of this budget as all other expenditures in the operational budget are accounted for, including the internal controls necessary to protect the funds of this Cooperative, and will collect the monies from the members of this Cooperative and spend said monies for the operation of the Cooperative as allowed for by this Agreement.

Each District will pay the following fees as established by the Advisory Council of the Cooperative. Effective October 1, 2019 the fees will be:

1. One hundred eighty-five dollars ($185) per-kit refurbishment for the number of elementary kits each District has committed in writing to refurbish.
2. Actual cost, plus a 9% handling fee, plus a 9% indirect charge for the middle school kit components ordered by each member District.
3. Initialization fee for any new kits purchased of one-hundred ten dollars ($110) per kit.

These fees will remain in effect until revised by the Advisory Council of the Cooperative. Invoicing will occur following the return of kits to District. Delinquent accounts may be assessed an interest charge of one and one half percent (1.5%) per month. Should the total number of kits supported by the Cooperative vary, positively or negatively, from the budgeted estimates such that the per-kit maintenance costs are affected, this annual per-kit fee will be adjusted pursuant to Article VII.

Any District within the Cooperative may participate in the Cooperative activities/services at the established fee(s). Districts that are using the kit replenishment services for grades K through 5 will receive professional development for the new Amplify kits each summer.

VII. RIGHTS AND OBLIGATIONS OF DISTRICT

In accordance with this Agreement, each District shall:

1. Waive any locally established procurement requirements that are more restrictive than those established by statute for fees/purchases initiated pursuant to this Agreement.
2. Pay refurbishment assessments to NWESD. Delinquent accounts may be assessed an interest charge of one and one half percent (1.5%) per month.
3. Provide all necessary transportation to and from the established Science Materials Center (hereinafter known as SMC) at its own expense on a pre-established schedule to meet the needs of their science materials rotation.
4. Participate in decisions related to any special assessments, in addition to the Cooperative Fee, unexpected, but necessary, costs which might be borne by the SMC.
5. Participate in decisions related to any per-kit rate adjustments which may be appropriate should Cooperative membership and/or participation vary.
6. Pay any applicable license fees directly to Amplify, currently at the rate of $25 per teacher per unit per year.

VIII. RIGHTS AND OBLIGATIONS NWESD

In accordance with this Agreement, within the resources provided from districts participating in this cooperative, the NWESD shall:

1. Employ, manage and provide compensation and benefits to personnel to meet the terms of this Agreement for its duration.
2. Provide tools, equipment, and training for Cooperative personnel for the efficient running of the SMC.
3. Act as overall administrator for Cooperative consistent with this Agreement and will bring to the attention of the District contact concerns with implementing the terms herein.
4. Maintain adequate records for the accounting of the costs of Cooperative, including the payment of bills and auditing of those bills.
5. Keep on deposit with the designated County Treasurer, all funds attributable to Cooperative which have not been used to operate the Cooperative. (No separate fund will be established, but a separate accounting of these funds will be accomplished.)
6. Maintain a minimum fund balance of no less than one month (1/12) of total budgeted cooperative expenditures as per NWESD Policy 6060.

IX. DISPUTE RESOLUTION

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

1. If the dispute is between participating districts, then the disputing parties will present their arguments first to the Superintendent of the NWESD.
2. If the dispute is between one or more participating District(s) and NWESD, then each participating District will appoint someone to represent it, NWESD will appoint someone to represent it, and those parties will appoint someone as a neutral representative. This panel's

decisions will be limited to the provisions of this Agreement, be determined by a majority vote, and be binding on the parties.

X. TERMINATION

Any District may terminate participation in this Cooperative upon the conclusion of this Agreement's annual term; August 31, providing written notice was provided by April 1 of the same year, pursuant to Article IV.

Any District may also terminate its participation upon the approval of the remaining cooperative members after they have considered and approved resulting kit-use rate adjustments, pursuant to Articles VI and VII.

By mutual agreement of the parties, this Cooperative can be discontinued at any time, without the prescribed required notice.

XI. DISTRIBUTION OF ASSETS ON TERMINATION

Since NWESD as the designated administrator of the Cooperative, will have title to all equipment acquired through this Cooperative, and is operating other Cooperatives for the various school districts within its service area; should the Cooperative dissolve, title to all remaining equipment and assets from the Cooperative will remain with NWESD to be used for NWESD purposes. This excludes those science kits provided to Cooperative districts by the District and/or grant funds, unless said grant provisions provide otherwise.

If any District decides to discontinue participation in the Cooperative, no assets will be distributed to said departing District on such termination.

XII. ASSIGNMENT/WAIVER/SEVERABILITY/HEADINGS

Rights or responsibilities required or authorized by this Agreement are not assignable by the parties.

No provision of this Agreement, or right to receive reasonable performance or any act called for by its terms shall be deemed waived by breach thereof as to a particular transaction or occurrence.

If any term or condition of this Agreement or 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; to this extent, the terms and conditions of this agreement are declared severable.

The headings of each of these sections are provided only to guide the reader and shall not be used to change the meaning of the content of any of said sections.

XIII. SUSPENSION AND DISBARMENT

The parties to this Agreement certify, and each relies thereon in execution of this Agreement, that their entity nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment; and

similar positions). Further, each party agrees to provide the other(s) immediate written notice if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. Each party's certification via the execution of this Agreement is a material representation of fact upon which each party has relied in entering into this Agreement. Should either party determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, it may terminate this Agreement in accordance with the terms and conditions therein.

XIV. READ AND UNDERSTOOD/SIGNATURES

By signing this Agreement, the parties acknowledge that they have read and understood this Agreement, including any supplements or attachments thereto and do agree thereto in every particular. The parties further agree that this Agreement, together with any appendices, constitutes the entire Agreement between the parties and supersedes all communications, written or oral, theretofore related to the subject matter of this Agreement. With the signatures below, the parties indicate approval by their respective governing board to enter into this Agreement.

Northwest Educational Service District

By: _____

Title: Superintendent

Date: _____

By: _____

Title: Cooperative Director

Date: _____

Stanwood-Camano School District

By: _____

Title: Superintendent

Date: _____