

***Contract for Program Staff and Facility between  
Monroe School District #103  
and  
Northwest Educational Service District 189***

THIS CONTRACT is made this 10th day of November, 2011, by and between the Monroe School District #103, hereinafter referred to as "District," and Northwest Educational Service District 189, hereinafter referred to as the "NWESD".

NOW, THEREFORE, it is Mutually Agreed and Understood:

**Section I**

*General Provisions*

The District will provide the program staff delivering instructional services and administrative support to the Summit Program conducted by NWESD through interlocal agreements with the Granite Falls, Lake Stevens, Monroe, Snohomish, and Sultan School Districts. The District will also make available a facility to house the Summit Program.

- Program staff provided under the terms of this contract shall retain all of the collectively bargained rights of their respective District employee union memberships.
- The parties agree that neither the District nor its employees are entitled to any benefits or rights enjoyed by employees of NWESD, and it is further agreed that neither NWESD nor its employees are entitled to any benefits or rights enjoyed by employees of the District.
- Non-Discrimination to Employment: Both parties agree to abide by their published Equal Employment Policies during the term of this Contract.
- The program administrator supplied by the District will perform the services related to his/her position under the direction of the NWESD Director of Special Programs and Services and/or his/her designee. The remaining program staff supplied by the District will perform the services related to their respective positions under the direction of the Program Administrator.
- The NWESD commits to pay to the District an amount sufficient to reimburse the District for the cost of the program staff and facility.
- The District will establish the cost for providing the staff agreed upon in this contract and submit a detailed budget showing costs, by position, for approval by the Summit Cooperative Program advisory council.
- The District shall perform the services under this Contract as an independent contractor and not as an agent or employee of NWESD.

- The District agrees to provide use of a facility to house the Summit Cooperative Program. The District retains all contractual obligations and responsibilities related to the facility.

## Section II

### Duties of District

In order to accomplish the general objective of this Contract, the District shall perform the following specific duties:

- 1) Provide the program staff identified in *Appendix A – Summit Program Staff Requirements*.
- 2) Provide payroll and benefit services to compensate the contracted employees.
- 3) Evaluate the program staff according to the District evaluation procedures, with input from NWESD.
- 4) Provide assurance by executing this Contract with NWESD that employees and volunteers of the District who will have regularly scheduled, unsupervised access to children are cleared through a record check according to District policy and the Washington State Patrol criminal identification system in compliance with RCW 43.43.830 through 43.43.834, 10.97.030, and 10.97.050 and through the Federal Bureau of Investigation. The record check shall include a fingerprint check using a complete Washington State Criminal Identification fingerprint card.
- 5) Provide a facility to house the Summit Program that meets the minimum requirements listed in *Appendix B – Summit Facility Requirements*.
- 6) The District waives any locally established procurement requirements that are more restrictive than those established by statute for fees/purchases initiated pursuant to this Agreement.
- 7) The District will not use federal funds for payment of any fees/purchases related to this Agreement, unless it provides prior written notice to the NWESD Assistant Superintendent for Finance and Compliance (Carol Browder at the time of approval). This will assure the District and NWESD can proactively explore and meet any federal procurement requirements.

Duties of NWESD

- 1) NWESD is responsible for timely payments of the amounts invoiced by District for the services provided through this Contract. Timely is defined as within thirty (30) days of being invoiced.
- 2) NWESD will establish the program staff positions required to deliver the Summit Program as approved by the Summit Program Advisory Council and in accordance with the terms of the Contract.
- 3) NWESD will provide a list of teaching assignments, positions, and required credentials to the District. (See Appendix A).
- 4) The NWESD will promptly report staff performance, discipline, evaluation, and personnel issues to the District and work cooperatively for appropriate resolution in the interest of the Summit Program.
- 5) NWESD shall pay for the necessary services to properly maintain and operate the facility during the term of the Contract, including maintenance, operation, custodial services, and other services as approved by the Summit Program Advisory Council.
- 6) NWESD shall pay the cost of electricity, natural gas and phone for the term of this Contract.

**Section III**

Duration/Consideration

This Contract begins with the 2011-12 school year and shall be automatically renewed each year unless written notice of termination is provided to the NWESD Superintendent on or before March 10 of the year preceding the year of intended termination.

The total annual cost for program staff under this Contract is four hundred ninety-five thousand nine hundred fourteen dollars (\$495,914). NWESD shall pay the District the above-specified amount in 10 monthly installments of forty-nine thousand five hundred ninety-one dollars and forty cents (\$49,591.40), beginning on October 15, with succeeding payments due on the 15<sup>th</sup> day of each subsequent month during the term of this Contract.

The total annual cost for facility use under this Contract is eighty-nine thousand five hundred thirty-six dollars (\$89,536). NWESD shall pay the District the above-specified amount in 10 monthly installments of eight thousand nine hundred fifty-three dollars and sixty cents (\$8,953.60) each month, beginning on October 15, 2011, with succeeding payments due on the 15<sup>th</sup> day of each subsequent month during the term of this Contract.

Any adjustment to the NWESD or District is due to be paid on the final annual payment.

## **Section IV**

### Dispute Resolution

If a dispute regarding this Contract arises between the District and the NWESD, then the District will appoint someone to represent it, the NWESD will appoint someone to represent it, and those two parties will appoint someone as a third representative. Decisions will be made by a vote of the majority of the representatives. The dispute committee shall be limited to resolving issues pursuant to the terms of this Contract, and its decisions shall be final.

## **Section V**

### Suspension and Disbarment

The parties to the 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.

## **Section VI**

### Assignment/Waiver/Severability

No provision of this Contract, 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 Contract or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Contract that can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

## **Section VII**

### Indemnification

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

Each party shall provide a *Certificate of Insurance* evidencing:

Commercial General Liability coverage written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence for personal injury, bodily injury, and property damage.

## **Section VIII**

### Modifications of Contract

Any modification of this Contract or additional obligation assumed by either party in connection with this Contract requires written consent signed by each party or an authorized representative of each party.

**Section IX**

Headings/Signatures/Approval

The headings of each section of this Contract 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 Contract, the parties acknowledge that they have read and understand this Contract, including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this Contract, together with any appendices, constitutes the entire Contract between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Contract.

By signing below, each party affirms that this contract has been approved by his/her Board of Directors or he/she has been given authority by such Board to enter into this Contract. If this approval is provided through a resolution, a copy of said resolution will be attached hereto.

*dw*

*[Handwritten Signature]*

Superintendent

Northwest Educational Service District 189  
Skagit County, Washington

*12/7/11*  
Date

*[Handwritten Signature]*

Superintendent

*Monroe*  
*Snohomish*  
School District  
County, Washington

**APPROVED**

**NOV 28 2011**

**MONROE SCHOOL DISTRICT  
BOARD OF DIRECTORS**

### Appendix A – Summit Program Staff Requirements

The tables below identify the staffing levels, certification, and highly qualified requirements for the contract staff provided for the Summit program. District is responsible to provide assurances to NWESD that program staff have appropriate certification and background checks. The District will ensure that teachers and paraprofessionals meet highly qualified standards, or have a plan in place to fulfill the requirements.

Certificated Staff

FTE per District Contract	Position	Credentials	Highly Qualified Requirements
1.0	Program Administrator	Initial Principal	No
1.0	Special Education Teacher	P-12 Special Education	Yes *
1.0	Special Education Teacher	P-12 Special Education	Yes *
.50	Counselor	ESA, Counseling	No

\* Special education teachers at all levels, who teach core academic content as part of their teaching assignment, are required to meet NCLB content area knowledge requirements.

Classified Staff

FTE per District Contract	Position	Number of Staff	Highly qualified Requirements
.45	Para Professional	Three	Yes
.63	Program Secretary	One	No
.24	Custodian	One	No

### **Appendix B – Summit Facility Requirements**

District is responsible to provide assurances to NWESD that the facility will be available for use for the 2011-12 school year.

The facility requirements are listed below:

- Located within the boundaries of a cooperative member district
- American with Disabilities Act compliant
- Minimum 5400 Sq. Ft. consisting of:
  - 3 classrooms
  - No use of multipurpose recreational space (Approx. 3600 Sq. Ft.)
  - 2 offices
  - Teacher workroom
  - Reception area
  - In-school suspension space
- Parking available for 10 staff members and 30 visitors