

NWESD CLASSROOM-BASED ASSESSMENTS (CBA) 2012-2013 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;

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;

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 development of classroom-based assessments can be accomplished on a cooperative basis more economically and efficiently, they have requested that NWESD form a Classroom-Based Assessment (CBA) Cooperative (hereinafter referred to as "Cooperative") to help provide this support; and,

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

THEREFORE; a Classroom-Based Assessment 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 Classroom-Based Assessment Cooperative (hereinafter referred to as Cooperative). The purpose of the Cooperative is to maintain and promote effective use of high-quality classroom-based assessments that are currently aligned to the Washington State Grade Level Expectations (GLEs), developed by OSPI for use by teachers in participating districts.

III. MEMBERSHIP

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

IV. TERM OF AGREEMENT

For any individual district, this Agreement will be for the 2012-2013 school year, beginning September 1, 2012 and ending August 31, 2013. Further, participating districts agree to continue participation in the cooperative for each consecutive fiscal year following August 31, 2013, unless they provide written notice of termination prior to the May 1st proceeding the August 31st of termination period. Termination is limited pursuant to the conditions established in Article VIII below.

V. 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 General Fund 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 General Fund 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.

Members choosing to participate at the middle school level will pay a 2012-13 membership fee in the amount of \$4.50 per each middle school FTE student. Newly participating members for the 2012-13 school year will pay the same membership fee as well as a \$0.25/FTE surcharge. FTE is based on the annual average enrollment for the preceding year (as of May 31, 2012). This rate may be adjusted annually by the Cooperative Coordinating Council, but will minimally be set at a level that permits recovery of all operating costs, including NWESD indirects. Membership fees for the Lynden School District are calculated as follows:

$$598.15 \text{ FTE} \times \$4.50 = \$2,691.67$$

Each participating District will appoint a representative to serve on the Cooperative Coordinating Council, which shall provide the NWESD advice related to day-to-day operations and make recommendations regarding future priorities and rate adjustments. Decisions and recommendations will be determined within the Cooperative Coordinating Council by a majority vote of the District members. Each District will have one vote. A quorum of the Cooperative Coordinating Council will be a majority of the membership.

Invoicing will occur in January and May. Delinquent accounts may be assessed an interest charge of one and one half percent (1.5%) per month. Any adjustments to the fee schedule that are approved by the Executive Committee will be provided to all participating districts within thirty (30) days. Any participating district may use the Cooperative's CBAs at the established fee. Any deficit incurred by the Cooperative may be reclaimed from subsequent year(s) profits.

VI. DUTIES OF DISTRICT

In accordance with this Agreement, each participating 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. 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.
3. Pay necessary membership assessments to NWESD. Delinquent accounts may be assessed an interest charge of one and one half percent (1.5%) per month.
4. Assure its staff including all District administrative staff is provided training relative to the appropriate use of the CBAs.
5. Assure CBA and Data Tool usage is defined by membership option stated in Section V.
6. Name a representative to the Cooperative Coordinating Council, pursuant to Article V.
7. Participate in decisions related to the setting of the annual Cooperative Fee, for costs borne by the Cooperative.
8. Participate in decisions regarding non-member district lease/purchase of the CBAs.
9. Participate in decisions related to the priorities of CBA development.

VII. DUTIES OF NWESD

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

1. Employ and/or contract with the personnel to meet the terms of this Agreement for its duration.
2. Act as overall administrator for Cooperative consistent with this Agreement and will bring to the attention of the participating districts any concerns with implementing the terms herein.
3. Maintain adequate records for the accounting of the costs of Cooperative, including the payment of bills and auditing of those bills.
4. 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.)

5. Maintain a minimum fund balance of no less than one month (1/12) of total budgeted cooperative expenditures as per NWESD Policy 6060.

VIII. TERMINATION

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

Any participating district may also terminate its participation upon the approval of the remaining cooperative members after they have considered and approved resulting rate adjustments, pursuant to Articles V and VI.

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

IX. 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, assets, and CBAs from the Cooperative will remain with NWESD to be used for NWESD purposes.

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

X. 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.

XI. 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. This Agreement may be modified or amended by written mutual consent of the collective parties signing this Agreement. With the signatures below, the parties indicate approval by their respective governing board to enter into this Agreement.

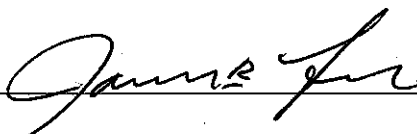
XII. SUSPENSION AND DEBARMENT


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.

NWESD

Lynden School District

By: 
Title: Superintendent
Date: 7/12/12

By: 
Title: Superintendent
Date: 6/26/12

By: 
Title: Cooperative Director
Date: 7.16.12