

**Northwest Educational Service District 189 (NWESD)
Traffic Safety Education
INTERLOCAL COOPERATIVE AGREEMENT**

I. INTRODUCTION

WHEREAS, legislatively approved funding for traffic safety programs has been significantly reduced causing an economic burden on parents and students in the resident districts;

WHEREAS, cooperative student enrollments may provide a more efficient and economical basis for managing and implementing education programs;

WHEREAS, districts have chosen to avoid unnecessary duplication of expensive programs and rather choose to try to free up resources to provide educational programs not otherwise available;

WHEREAS, Northwest Educational Service District 189 (hereafter referred to as "NWESD") has historically provided education services on a cooperative basis;

WHEREAS, various school districts (hereinafter referred to as "District") in Washington have requested that NWESD provide Traffic Safety education services for their students; and

WHEREAS, RCW 39.34 and RCW 28A.310.180 authorize the school districts and educational service districts to join together to engage in various activities, including having the educational service district provide cooperative traffic safety education services.

NOW THEREFORE, a cooperative is hereby created wherein NWESD will provide Traffic Safety Education services to the Districts which are signatories to this Agreement, according to the terms and conditions contained herein.

II. NAME/PURPOSE

The name given to this Cooperative is NWESD Traffic Safety Education Cooperative. The general purpose of this Agreement is the formation of a cooperative to provide traffic safety education programs and services to students of the resident District as authorized by the aforementioned statutes and RCW 28A.320.080 or other applicable laws.

III. MEMBERSHIP

All members will be required to sign this Interlocal Agreement.

IV. FINANCING/COSTS/RATES

Each District participating in this Cooperative commits to pay NWESD an amount sufficient to reimburse NWESD the total cost of operating this Cooperative for the students each sends. This will be done in the following fashion:

A. District shall:

1. Collect the fees set by the NWESD from each student. For 2013/14 these fees will include:
 - a. Registration Fee: Four hundred eighty-five dollars (\$485).
 - b. Reschedule Fee: Fifty dollars (\$50) reschedule fee for cancelled lessons for which no replacement student is readily available.
 - c. Licensing Examination Re-testing: Twenty-five dollars (\$25) for each subsequent written knowledge test and forty-five (\$45) for each subsequent in-vehicle evaluation skills test.
2. Jointly develop with the NWESD an estimate of students enrolling in the Traffic Safety Education program. Estimated student enrollment will be based upon the historical average of student enrollees.
3. Compensate NWESD the total amount of funds collected for each student registration. Payment will be made within thirty (30) days after final registration for each session.
4. Provide the NWESD with appropriate registration forms for registered students.
5. Assist the NWESD in the recruitment of qualified staff to deliver the program.
6. Waive any locally established procurement requirements that are more restrictive than those established by statute for fees/purchases initiated pursuant to this Agreement.
7. 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.

B. NWESD shall:

1. Provide the District with lists of student completers.
2. Classroom and behind-the wheel instructors will:
 - a. Observe building regulations, pertaining to the use of facilities and school equipment, such as locking doors, turning lights out, and stressing cleanliness.
 - b. Observe District policies and procedures relating to the conduct of classes.
 - c. Instruct students in a manner consistent with statutes and regulations governing Traffic Safety Education in Washington.
3. Upon Department of Licensing (DOL) approval, administer the initial driver licensing examinations (written knowledge test and in-vehicle evaluation skills test) and appropriately notify DOL of results. Retests, if necessary, will incur the additional fees presented above in this Section.

V. ADVISORY COUNCIL

An Advisory Council consisting of the superintendent of each member District, or his/her designee, is hereby created. The purpose of such 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 Section IX.

Activities of the Advisory Council shall take place as needed, called by a majority of its members or by 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 any number of members who attend an advertised Advisory Council meeting.

VI. RIGHTS AND OBLIGATIONS OF NWESD

In accordance with this Agreement, NWESD shall:

- A. Recruit, employ, and supervise Traffic Education instructors required to provide the instructional services delineated in this Agreement. It is the intent of NWESD to employ District personnel, willing to work under the NWESD program management procedures and compensation schedule, in the operation of the cooperative program to the extent that a pool of instructors is sufficient to provide this instruction.

Recruit, employ, and supervise a part-time coordinator to provide clerical support for the program.

All staff for the Cooperative shall be employed by NWESD and shall be subject to the policies and rules and regulations of the Board of Directors of NWESD.

- B. Provide up to ten (10) approved Traffic Safety Education courses for eligible students. (Estimated at five [5] courses for Snohomish High School and five [5] courses for Glacier Peak High School.) The minimum session enrollment to conduct two courses (one at each high school) is fifty (50). If enrollment for a session is insufficient, courses may be consolidated or canceled.
- C. Provide instructional materials as required.
- D. Provide sufficient number of vehicles.
- E. Provide insurance coverage for the driver and passengers in the automobiles during the time they are used for Traffic Safety Education courses.
- F. Provide instruction outside the normal school day, both classroom and behind the wheel, Monday through Saturday.
- G. Prepare and distribute certificates of completion.
- H. Provide Supervision and Evaluation for the TSE instructor who is evaluated as unsatisfactory by the District (see Article VII.A.5 below).

VII. RIGHTS AND OBLIGATIONS OF THE DISTRICTS

Each District 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 NWESD and any other party to this Agreement that would suffer financially thereby. In the event of such unilateral termination without consent, the terminating party agrees to indemnify and pay other parties that have not agreed thereto for any financial loss that results from such termination. Termination in accordance with the first paragraph of Article X, below, shall not be considered unilateral termination or termination prior to the expiration date. Additionally:

- A. Each District acknowledges that Chapter 28A.155 RCW, Chapter 392-172 WAC, and Public Law 105-17 impose responsibilities on each resident District and that those responsibilities are not distinguished by delegation, in part or in total, under this Cooperative arrangement.

To this extent, it is understood and agreed between the parties hereto that the purpose and intent of this Agreement is that NWESD provide cooperative services for the Traffic Safety Education program being conducted by the resident District for the students within the District. The resident District shall retain the responsibility to:

1. Provide classroom space for the conduct of the Classroom phase of the course.
2. Provide audiovisual equipment when requested by the Traffic Safety Education teacher.
3. Provide classroom supplies and services such as, but limited to, paper, copies, copy machines, telephone, building access keys, and instructional materials when available.
4. Provide adequate and secure storage for all automobiles, student records, textbooks, and classroom supplies.
5. Complete an evaluation of the classroom teacher as per state laws and regulations. The District will inform NWESD Superintendent or designee if the evaluation is unsatisfactory (see Article VI.I above).
6. Provide a work station for the NWESD clerical staff person assigned to the program. This work station would minimally include an office desk/chair, computer with printer access, secure file cabinet, and telephone with dedicated external line.

VIII. DISPUTE RESOLUTION

Disputes shall be resolved by a three-member committee. The NWESD and the Executive Board shall each select one (1) representative. Thereafter, the NWESD's representative and the Advisory Board's representative shall select an impartial third party who shall serve as the third member of the Committee. The decisions of the Committee shall be limited to the parameters established by this Agreement and shall be binding on the parties.

IX. INDEMNIFICATION/HOLD HARMLESS

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 this agreement and involving injuries or damages to persons or property that are caused by each party's own negligence.

X. TERMS OF AGREEMENT/TERMINATION

For any individual District, this Agreement begins with the 2013/14 school year and shall be automatically renewed each year unless written notice of termination is provided to the NWESD Superintendent on or before March 15 of the year preceding the year of intended termination. Rates will be adjusted annually to cover the cost of providing the program, including indirect changes.

The Advisory Council can vote, by a majority of a quorum (defined in Section V), to discontinue operating the NNWESD Traffic Safety 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.

XI. DISTRIBUTION OF ASSETS ON TERMINATION/DISSOLUTION

All assets acquired by NWESD and placed in service for the Cooperative during this Agreement shall remain the property of NWESD. 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 or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XII. SUSPENSION/DEBARMENT ASSURANCES

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.

XIII. 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 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, heretofore related to the subject matter of this Agreement.

By signing below, each party affirms that this Agreement has been approved by his/her board of directors or he/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.

Northwest Educational Service District 189

**Snohomish School District
Snohomish County, WA**

By: 
Signature

By: 
Signature

Title: Superintendent

Title: Superintendent

Date: 5/2/13

Date: 4/24/13