

## **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;

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 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, support for transition to NGSS, and initial professional development to teachers in member districts related to the use of the science materials.

### **III. MEMBERSHIP**

Membership in this 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. 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 a membership fee as established by the Advisory Council of the Cooperative. Effective July 1, 2017 the fees will be:

1. One hundred twenty dollars (\$140) per-kit refurbishment for the number of elementary kits each District has committed in writing to refurbish. \$135 per kit will support operations; \$5 per kit will be budgeted for the support of transition to NGSS.
2. Actual cost, plus a 9% handling fee, plus a 9% indirect charge for the middle school kit components ordered by each member District.

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).

#### **V. ADVISORY COUNCIL**

An Advisory Council consisting of the superintendent of each participating 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 Section VII.

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. Each member district shall have one vote. A quorum is defined as 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 written notice was provided to each District superintendent or designee.

#### **VI. DUTIES OF DISTRICT**

In accordance with this Agreement, each participating district shall:

- A) Waive any locally established procurement requirements that are more restrictive than those established by statute for fees/purchases initiated pursuant to this Agreement.
- B) 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 (Lisa Matthews at the time of approval). This will assure the District and NWESD can proactively explore and meet any federal procurement requirements.
- C) Pay refurbishment assessments to NWESD. Delinquent accounts are to be assessed an interest charge of one and one half percent (1.5%) per month.
- D) 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.
- E) Appoint one district administrator to serve on the Advisory Council, pursuant to Section V and assure this representative attends/participates in scheduled Advisory Council meetings. The appointed district administrator will participate in a professional learning community.

- F) 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.
- G) Participate in decisions related to any per-kit rate adjustments which may be appropriate should Cooperative membership and/or participation vary. .

#### **VII. DUTIES OF NWESD**

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

- A) Employ and/or contract with the personnel to meet the terms of this Agreement for its duration.
- B) 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.
- C) Maintain adequate records for the accounting of the costs of Cooperative, including the payment of bills and auditing of those bills.
- D) 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.)
- E) Maintain a minimum fund balance of no less than one month (1/12) of total budgeted cooperative expenditures as per NWESD Policy 6060.

#### **VIII. TERM OF AGREEMENT/TERMINATION**

This Agreement's initial duration is from July 1, 2017, through August 31, 2018, and will be automatically renewed for each consecutive fiscal year (September 1 through August 31) following August 31, 2018, unless written notice of termination is given in the manner provided herein. For a termination to be effective, written notice must be provided to the other party by April 1 prior to the termination date, as provided below.

- A) If the districts wish to terminate the Agreement in its entirety, the Advisory Council shall provide written notice to the NWESD no later than April 1 of the preceding program year (e.g., April 1, 2018, for the 2018/19 program year).
- B) If the NWESD wishes to terminate the Agreement in its entirety, the NWESD shall notify the member Districts no later than April 1 of the preceding program year (e.g., April 1, 2018, for the 2018/19 program year).
- C) Any participating District may terminate its participation in this Cooperative upon the conclusion of this Agreement's annual term, August 31, providing written notice is provided no later than April 1 of the preceding program year (e.g., April 1, 2018, for the 2018/19 program year).
- D) 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 Sections IV, V, and VI.
- E) By mutual agreement of the parties, this Cooperative can be discontinued at any time, without the prescribed required notice.

This Agreement may be modified only upon recommendation by Advisory Council as per Section V, and fully executed by NWESD and the Districts, specifying conditions and date of modification.

## **IX. DISPUTE RESOLUTION**

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

- A) If the dispute is between participating Districts, then the disputing parties will present their arguments first to the NWESD Assistant Superintendent for Teaching & Learning to make a determination. If need be, it may then be referred to the Superintendent of NWESD.
- B) 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. 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.

## **XI. 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.

## **XII. CRIMES AGAINST CHILDREN**

In accordance with RCW 28A.400.330, employees, agents, and contractors of the Cooperative and its Districts are prohibited from working at a District school if they have or may have contact with children at a public school during the course of their employment and have pleaded guilty to or been convicted of crimes identified in RCW 28A.400.322. Any failure to comply with this section shall be grounds for the District immediately terminating this Agreement.

## **XIII. IDEMNITY**

NWESD shall defend, indemnify, and hold harmless a District in full for any and all claims against the District or its employees, officials, or contractors which arise from the acts or omissions of NWESD and its employees, officials, and contractors in the provision of the services under the Agreement. The District shall defend, indemnify, and hold harmless NWESD in full for any and all claims against NWESD or its employees, officials, or contractors which arise from the acts or

omissions of the District and its employees, officials, and contractors in the provision of services under this Agreement.


#### XIV. 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.

#### XV. 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.

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. A copy of authorizing school board minutes or resolution, as appropriate, will be attached hereto.

  
Superintendent Signature \_\_\_\_\_ Date 9/16/17  
MARYSVILLE School District  
CANBY County, Washington

  
Larry Francois, Superintendent \_\_\_\_\_ Date 9/19/17  
Northwest Educational Service District 189  
Skagit County, Washington

  
Joanne Johnson, Cooperative Director \_\_\_\_\_ Date 9/18/17  
NWESD Program Coordinator Teaching and Learning

