

EDMONDS SCHOOL DISTRICT NO. 15

Office of the Superintendent
SCHOOL BOARD ACTION

Date Submitted: February 28, 2007

Date of Board Meeting: March 13, 2007

TO: Board of Directors Single Reading (Action Recommended)

FROM: Nick Brossoit, Superintendent First Reading (No Action Recommended)

Second Reading (Action Recommended)

SUBJECT: Interlocal Agreement with Edmonds Community College for the Transition Math Project (TMP)


RECOMMENDATION:

It is recommended that the Board approve Resolution No. 07-09, authorizing the District to enter into an interlocal agreement with Edmonds Community College. This agreement is to obtain assistance from Edmonds Community College on the Transition Math Project to continue the critical process of encouraging and enabling teachers in efforts to increase student math achievement.

BACKGROUND:

With the successful completion and publication of the College Readiness Standards, TMP transitions itself into the implementation phase. Edmonds School District staff and Edmonds Community College math faculty will work collaboratively to plan and implement activities related to the TMP. Edmonds Community College will provide the personnel, equipment, material and services and will be compensated for participating in these activities by Edmonds School District.

Submitted by: Angela Delgado

Approved by: 
Ken Limón, Assistant Superintendent

RESOLUTION NO. 07-09
EDMONDS SCHOOL DISTRICT #15
SNOHOMISH COUNTY, WASHINGTON

AUTHORIZE INTERLOCAL COOPERATIVE AGREEMENT
WITH EDMONDS COMMUNITY COLLEGE

WHEREAS, RCW 39.34, the Interlocal Cooperative Act, provides for interlocal cooperation between governmental agencies;

WHEREAS, the Edmonds School District desires to obtain assistance from Edmonds Community College on the Transition Math Project (TMP) to continue the critical process of encouraging and enabling teachers in efforts to increase student math achievement;

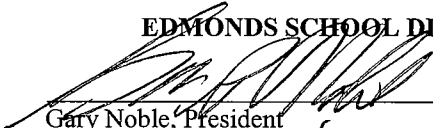
WHEREAS, Edmonds Community College agrees to help plan and implement activities related to the Transition Math Project, to include activities such as hosting facilitated discussions about the College Readiness Standards, course expectations, pacing, curriculum, rigor, and instructional practices, and establishing structured classroom observations across teaching levels. Work will also include assistance in developing at least two new high school math courses, and assistance in developing and promoting awareness of the importance of taking more mathematics courses in high school;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District, Snohomish County, as follows:

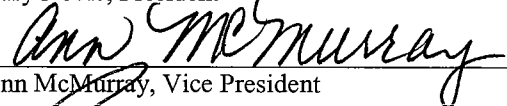
1. That an interlocal cooperative agreement be formed between the Edmonds School District and Edmonds Community College, for the purpose of helping students successfully progress from high school math to college-level math.
2. That the Superintendent or designee of Edmonds School District, Snohomish County, Washington, is hereby designated as representative to the interlocal cooperative agreement, and the Superintendent or designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

ADOPTED by the Board of Directors of Edmonds School District #15, Snohomish County, Washington, at a regular meeting thereof this 13th day of March 2007.

EDMONDS SCHOOL DISTRICT NO. 15



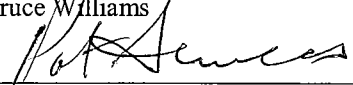
Gary Noble, President



Ann McMurray, Vice President



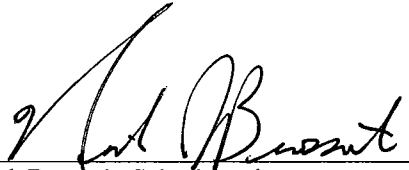
Bruce Williams



Pat Shields



Susan Paine



Nick Brosset, Superintendent
Secretary, Board of Directors

INTERAGENCY AGREEMENT

Between

STATE OF WASHINGTON

Edmonds Community College

And

Edmonds School District #15

THIS AGREEMENT is made and entered into by and between Edmonds School District #15, hereinafter referred to as "ESD" and EDMONDS COMMUNITY COLLEGE hereinafter referred to as "the College."

IT IS THE PURPOSE OF THIS AGREEMENT to provide assistance from the College working with ESD on the Transition Math Project. Patrick Averbeck from the College will work with Angela Delgado from ESD to help plan and implement activities between the College and ESD related to the Transition Math Project. These activities will include hosting facilitated discussions across teaching levels about the College Readiness Standards, course expectations, pacing, curriculum, rigor, and instructional practices, and establishing structured classroom observations across teaching levels followed by structured debriefs. Work will also include assistance in developing at least two new high school math courses, and assistance in developing and promoting awareness of the importance of taking more mathematics courses in high school. College math faculty will also be compensated for participating in these activities.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1.0 STATEMENT OF WORK

The College shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth above.

2.0 PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on January 2, 2007 and be completed on June 15, 2007 unless terminated sooner as proved herein.

3.0 PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing

the work herein will not exceed \$14,656. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms:

Replacement cost for Patrick Averbeck: \$7,805

Participation by college faculty: 5 faculty x 6 days x 7 hrs. @ \$28.00 per hour + Benefits @ 16.5% = \$6,851

4.0 BILLING PROCEDURE

The College shall submit invoices to ESD on a quarterly basis. Payment to the College for approved and completed work will be made by warrant or account transfer by the ESD within thirty (30) days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration date or the end of the fiscal year, whichever is earlier.

5.0 RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.0 RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the ESD. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

7.0 INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8.0 AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such agreements shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

9.0 TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

10.0 TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

11.0 DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms, and applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

12.0 GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the Agreement, including materials incorporated by reference.

13.0 ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

14.0 WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

15.0 SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirement of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

16.0 ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

17.0 INDEMNIFICATION

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

18.0 CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of the terms of this Agreement.

The Program Manager for Edmonds Community College is David Chalif, ALD 217, 640-1626.

The Program Manager for Edmonds School District #15 is Angela Delgado, Educational Services Center, 20420 68th Ave. W., Lynnwood, WA 98036

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington

Edmonds Community College

By:

George Smith

Title: Vice President Student Service

Date:

February 23, 2007

Edmonds School District #15

By:

Neil B. Bussant

Title:

Superintendent

Date:

3-13-07