

**INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON**

STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES

AND

Edmonds School District #15

THIS AGREEMENT, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Washington State Board for Community and Technical Colleges, P.O. Box 42495, Olympia, WA 98504-2495, hereinafter referred to as "SBCTC," and Edmonds School District #15, 20420 68th Ave. W., Lynnwood, WA 98036, hereinafter referred to as "Contractor."

IT IS THE PURPOSE OF THIS AGREEMENT to build math capacity for students and teachers using the College Readiness Math Standards, local solutions and support of standards-based curricula and instruction.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Contractor shall perform the activities set forth in Attachment "A" and shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on October 1, 2008 and be completed on or before June 30, 2009, unless terminated sooner as provided herein. This Agreement may be extended beyond the period stated above by executing a signed amendment to this Agreement.

PAYMENT

Compensation for service(s) shall be based on actual costs incurred and actual service(s) performed by the Contractor in accordance with the estimated budget set forth in Attachment "B", which is incorporated by reference. The parties have determined that the cost of accomplishing the work herein will not exceed \$50,000. Payment for satisfactory completion of the work shall not exceed this amount unless the parties mutually agree to a higher amount. In all cases, reimbursement shall be contingent upon acceptance of relevant work products by the SBCTC. Funding for this contract is provided by the Gates Foundation.

In addition to a final report on outcomes and activities due to the SBCTC no later than July 14, 2009, the Contractor shall provide the SBCTC quarterly reports on progress toward approved workplan goals along with an up-to-date budget summary. A reporting schedule is listed on the TMP website (<http://www.transitionmathproject.org/partners/08-09deadlines.asp>).

BILLING PROCEDURE

The Contractor shall submit properly completed invoices to the attention of Michele Rockwell, SBCTC, P.O. Box 42495, Olympia, WA 98504-2495. Payment to the Contractor for approved and completed work will be made by warrant or account transfer by the SBCTC within 30 days of receipt of the invoice. No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the SBCTC.

The SBCTC may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

Upon expiration of the Agreement, any claim or payment not already made shall be submitted within 30 days after the expiration date or July 14, 2009, whichever is earlier. The final invoice shall certify Contractor has completed all requirements of this Agreement.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all costs expended by either party in the performance of the service(s) 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 (6) years after dispersal of funds, the termination or expiration of the contract, or the resolution of litigation or audits related to the Agreement, whichever is latest. 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.

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 SBCTC. Data shall include, but not be limited to, all correspondence, papers, documents, reports, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, files, films, tapes, and/or sound reproductions or other products prepared or reproduced. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Contractor shall retain a copy for educational and research purposes. Nothing herein shall authorize the copy retained by Contractor hereunder to be used for any commercial purpose. If for any reason the data originating from this Agreement is not considered a work made for hire under applicable law, Contractor assigns and transfers to the SBCTC the entire right, title and interest in and to all rights in the data developed as a result of this Agreement and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

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.

AGREEMENT ALTERATIONS AND AMENDMENTS

It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and that no oral understanding or agreement not incorporated herein nor alternations or variations of the terms hereof, unless made in writing between the parties hereto, shall be binding.

TERMINATION

It is mutually agreed that this Agreement may be terminated by either the SBCTC or Contractor upon giving notice in writing to the other at least 60 (sixty) days in advance of the date of termination. If the Agreement is terminated for any reason, all reports and data gathered by Contractor prior to termination shall, at the option of the SBCTC, become the property of the SBCTC. If termination shall occur pursuant to this section, reimbursement to Contractor shall be made on the basis of work performed prior to the effective date of termination as mutually agreed upon by both parties. Determination of final adjustments, either payments or refunds, shall also be mutually agreed upon by both parties.

TERMINATION FOR CAUSE

If for any reason, 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 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.

NON-COMPLIANCE

If Contractor claims and is reimbursed for costs under a cost reimbursement contract which the SBCTC later finds were (a) claimed in error or (b) not allowable costs under the terms of the contract, the SBCTC shall recover those costs and Contractor shall fully cooperate during the recovery.

DISPUTES

Disputes arising under this Agreement shall be arbitrated by one representative of the SBCTC, one representative of Contractor and a mutually determined arbitrator with majority decision prevailing.

GOVERNANCE

This Agreement 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. Special terms and conditions as contained in this basic contract instrument; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

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.

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.

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 requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provision of this Agreement are declared to be severable.

LIABILITY INSURANCE

Both parties certify they are self-insured under the State's self-insurance liability program as provided by RCW 4.92.130 and shall pay losses for which they are found liable.

INDEMNIFICATION

Both parties hereto agree to be responsible and assume liability for their own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law. Contractor does not warrant or assume liability for the interpretation or use of project data or results.

CONTRACT MANAGEMENT

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

The program manager for SBCTC is:
Bill Moore
SBCTC
PO Box 42495
Olympia, WA 98504
Telephone: (360) 704-4346
Email: bmoore@sbctc.ctc.edu

The program manager for Contractor is:
Ken Limon
Edmonds School District #15
20420 68th AVE W
Lynnwood, WA 98036
Telephone: (425) 431-7105
Email: limonk@edmonds.wednet.edu

01_Lead Contact Email:

Ken Limon

02_Lead Contact Email:

limonk@edmonds.wednet.edu

03_Region/Catchment Area:

Edmonds Articulation Council

04_Partner Organizations:

Edmonds Community College and The Edmonds School District

05_Existing Resources:

Over the last several years, the EAC has had an ongoing goal of making the transition to the College as seamless as possible for our high school students. An annual budget of \$20,000 budget jointly funds our work.

Our current project strengths are that we have opened a dialogue between the faculties of our five high schools and the college math faculty. Last year we crafted a math course that will be taught in our high schools and at the college. In addition we began to jointly participate in the adoption of the new high school math series. Our desire was to have a curriculum that enable students to move into college level math courses with a minimum of remediation. There is a desire on the part of faculty to discuss these materials and to participate in the associated professional development.

There also has been a beginning dialogue about the efficacy of the Accuplacer test in appropriately placing students in college level math. There is a desire to take another step forward examining this test.

Finally, one of our EAC members has participated in the state's work on the College Readiness Math Test. This forms the basis for a project goal for next year.

06_Summary of Regional Needs:

When the EAC first began it math investigations there were 61% of our students who were in pre-college math. That number as of our last count is 46%. While a 15% increase is helpful, there is continued attention needed to reduce this gap. About 40% of our high school students end enrolled in EdCC at the end of two years. We have a strong need to ensure that there is articulation between the two organizations.

07_Project Plan and Timeline:

The program goals and objectives are included below in the goals and objectives. If funded member of the leadership team including myself would meet with the new high school math facilitator and EdCC math representatives to determine the timeline to begin with work with specific dates and meeting times.

08 Program Goals and Objectives:

TMP Plan for 2008-09 Year Three

The goals of the Transitions Math Project for the Edmonds School District are based on a very successful partnership between Edmonds Community College and The Edmonds School District of nearly two decades. For next year we plan to implement the following:

1. College Readiness Math Test - One of the strands of the program will focus on creating an understanding of the process and outcomes of the College Readiness Math Test being developed by the State. The Articulation Council (EAC) will create a series of workshops for college and high school teachers.

Specifically our goals are to:

- a. Obtain and review the Washington State College Readiness Math Test.
- b. Pilot the test at Edmonds Community College.
- c. Provide feedback to the State Board and the committee that is creating
- d. the College Readiness Math Test.
- e. Evaluate how Edmonds Community College might use the College
- f. Readiness Math Test if it is implemented statewide.
- g. Align high school math courses to the elements included in the CRMT to
- h. the extent possible.

2. College Transition Math Course. As part of the EAC TMP project for the 2008-09 academic year, members of the Mathematics Department at Edmonds CC and from the Edmonds School District propose to continue to work together to implement the College Transitions Mathematics (CTM) course.

Members of the EdCC Math Department who have experience teaching CTM will meet quarterly with high school math faculty for the following activities:

- a. Develop and share curricular and assessment materials.
- b. Discuss course assessment, content topics and depth.
- c. Discuss the implementation experience.

In addition, the EdCC Math Department members will work with the high school math faculty to create the following:

- d. An initial evaluation of the CTM course for the academic year 2008-09 with regard to direct enrollment into Math 117/121 at EdCC. This direct enrollment will also pertain to high school students who successfully complete this course.
- e. A long-term plan for evaluating the effectiveness of the CTM course in student placement.

3. Joint Implementation of the High School Math Adoption- During the last 15 months the Edmonds School District has been involved in a new high school math adoption. Part of this decision was to move from multiple programs at the five high schools to one which was balanced between conceptual learning in symbolic manipulation and application. There were several meetings of high school math representatives from the district all of which included a member of the College's math department. This person took reports on the progress of

the group back to his colleagues at EdCC.

- a. During a recent meeting of the College Math Department members of the department expressed the desire to be involved in reviewing the text and its implementation and in participating in the associated professional development.
 - b. There is particular interest in the Algebra 2 course as it is a predictor of success at the college level. Common high school lessons would be shared with college faculty.
4. Accuplacer Test Preparation- In addition to the above goals, the EAC would like to explore finding a sample mathematics placement test accessible to potential EdCC students. This is not intended to present to these students the exact content and format of the Accuplacer, but to familiarize them with some possible topics tested and with the general type of format they will likely see on the Accuplacer. Specifically:
- a. To review materials available to potential EdCC students. These are not intended to teach students the mathematics necessary to place in any particular course, but to refresh students' knowledge of mathematics they have already acquired at some time.
 - b. To develop a way to direct students to the appropriate refresher materials based on their performance on the sample test.
 - c. To publicize the availability of the sample test and review materials, as well as information on how to access them.
5. Joint Professional Development in Math teaching- As the two math departments have been working together for this past two years, there is a desire to participate in professional development to assist in teaching the balanced program. Prior to the fall of '08, the EAC leads will determine to appropriate provider.

09 Evaluation Plan:

The evaluation plan is based on the goals listed above. We would measure success based on the implementation of the goals and objectives above. In addition, the following elements would be considered for evaluation:

1. The alignment of the CRMT with the goals of the final math courses taught to high school junior and seniors and its impact on the placement level of high school students in college courses.
2. The evaluation of the second goal depends on the outcome of the faculty sharing of materials and assessments. We could share our products with the all TMP partners at the last August Institute. Other evaluation steps related to the new College Transition Math course are included in the objectives of this goal above.
3. The evaluation of this goal is related to our overall success in reducing remedial math course taking at the college level. After a three year implementation process and the appropriate professional development, there should be a marked decline in student success in college math.
4. A survey and analysis of student success and the Accuplacer placement will be correlated.

Budget:

INSTRUCTION	BUDGET AMOUNT
Salaries	\$38,500
Travel	\$500
Personal Services Contracts	\$6,000
<i>Sub Total</i>	<i>\$45,000</i>
ADMINISTRATION	BUDGET AMOUNT
Salaries	\$5,000
<i>Sub Total</i>	<i>\$5,000</i>
Total	\$50,000