RESOLUTION NO. 10-63
OF EDMONDS SCHOOL DISTRICT No. 15
SNOHOMISH COUNTY, WASHINGTON

AUTHORIZE INTERLOCAL COOPERATION AGREEMENT
WITH
OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
FOR THE
NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS’
TARGET HIGH NEED INITIATIVE TAKE ONE! PROGRAM

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

WHEREAS, the Office of Superintendent of Public Instruction (OSPI) agrees to provide OSPI-trained National Board teachers as facilitators for up to five National Board for Professional Teaching Standards’ Target High Need Initiative Take One! teacher candidates, and

WHEREAS, the District wishes to avail itself of these services and agree to furnish the necessary personnel, equipment, material and services for OSPI facilitators and District teachers to meet and study the National Board for Professional Teaching Standards and discuss the requirements of the Target High Need Initiative Take One! process;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District #15, Snohomish County, as follows:

1. That an interlocal cooperation agreement be formed between the Edmonds School District #15 and the Office of Superintendent of Public Instruction for the National Board for Professional Teaching Standards’ Target High Need Initiative Take One! program.

2. That the Superintendent or designee of Edmonds School District #15, Snohomish County, Washington, is hereby designated as representative to the interlocal cooperation 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 14th day of December, 2010.

Edmonds School District No. 15
BOARD OF DIRECTORS

______________________________
Susan Phillips, Board President

______________________________
Gary Noble, Vice President
INTERLOCAL AGREEMENT
Agreement No. 20110137

between

OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
Old Capitol Building, P. O. Box 47200
Olympia, WA 98504-7200

and

EDMONDS SCHOOL DISTRICT #15
20420 68th Avenue W.
Lynwood, WA 98036

Federal Identification #91-6001871

THIS AGREEMENT is made and entered into by and between the Edmonds School District #15, hereinafter referred to as “ESD,” and the Superintendent of Public Instruction hereinafter referred to as the “OSPI”.

IT IS THE PURPOSE OF THIS AGREEMENT to provide:

The services of OSPI-trained National Board teachers as facilitators for up to five (5) National Board teacher Take One! candidates during the facilitation period ending on April 15, 2011.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The ESD shall furnish the necessary personnel, equipment, material and/or services(s) and otherwise do all things necessary for or incidental to the performance of the work set forth below:

1. Ensure that the facilitator and teacher candidates meet a minimum of four (4) times for a total of eight (8) hours to:
   a. Study the National Board for Professional Teaching standards,
   b. Discuss the requirements of the Take One! process,
   c. Discuss and complete the Take One! entry, and
   d. Exchange feedback regarding the entry.

2. Ensure that each teacher candidate completes the Take One! entry and submits them to the National Board for Professional Teaching Standards by April 15, 2011.
PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on December 20, 2010, and be completed on April 15, 2011, unless terminated sooner as provided herein.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The parties have determined that the cost of accomplishing the work herein will not exceed a total of eight hundred and seventy-five dollars ($875). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based in accordance with the following terms:

OSPI shall compensate ESD at a rate of one hundred and seventy-five dollars ($175) per National Board teacher Take One! candidate assisted through the submittal process. ESD shall in turn compensate the facilitator at a rate of one hundred and fifty dollars ($150) per Take One! candidate. The remaining twenty-five dollars ($25) shall be used for district administrative costs.

BILLING PROCEDURE

The ESD shall submit one invoice after satisfactory performance of the duties described above to the National Board Program at OSPI. Payment to the ESD for approved and completed work will be made by warrant or account transfer by OSPI within 30 working days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 working days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract 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.
RIGHTS IN DATA

Copyright in all material created by ESD and paid for by OSPI as part of this Agreement shall be the property of the State of Washington. Both OSPI and ESD may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the State of Washington. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which ESD provides and uses to perform this Agreement but which is not created for or paid for by OSPI shall be owned by ESD or such other party as determined by Copyright Law and/or ESD’s internal policies; however, for any such materials, ESD hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to OSPI to use the material for OSPI internal purposes.

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

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

RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this Agreement.

TERMINATION

Either party may terminate this Agreement upon 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.
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 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.

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 shall control.

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. Statement of work; 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 provisions of this Agreement are declared to be severable.

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.

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 this Agreement.

The Program Manager for OSPI is: William D. Mason, Jr. at (360) 725-6108.

The Program Manager for ESD is: Debra Comfort at (425) 431-2850.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Edmonds School District #15

Superintendent of Public Instruction
State of Washington

Signature

Title

Sheryl Turner, Contracts Administrator

Print Name

Date

Date

Approved as to FORM ONLY
by the Assistant Attorney General