

RESOLUTION NO. 957

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT FOR THE PURPOSE OF ESTABLISHING AN INTERLOCAL AGREEMENT WITH NORTHWEST EDUCATIONAL SERVICE DISTRICT NO. 189

LEARNING RESOURCE COOPERATIVE INTERLOCAL AGREEMENT

I. INTRODUCTION

THIS AGREEMENT made and entered into this 23rd day of June, 2009, by and between Northwest Educational Service District 189, hereinafter referred to as "NWESD," and the Everett School District hereinafter referred to as "District."

WHEREAS, pursuant to RCW28A.310.180 and RCW28A.310.200, the NWESD is authorized to establish cooperative service programs for school districts within the NWESD, including the right to establish and operate an instructional resource center which includes, but is not limited to, media materials, digital streaming and online research tools as recommended by the school districts' superintendents and is further authorized to enter into contracts for the joint financing of cooperative service programs conducted pursuant to said statutes;

WHEREAS, the NWESD is presently the owner or custodian of a collection of instructional media materials which the District is desirous of using at various times for educational purposes in the public schools within its boundaries; and,

WHEREAS, the District further desires to enter into a Learning Resource Cooperative Interlocal Agreement, hereinafter referred to as "Agreement," with the NWESD in order to make these instructional resources available to staff and students within the District.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth in this Agreement, it is agreed between the NWESD and the District as follows:

II. NAME/PURPOSE AND ORGANIZATION

The name of the Cooperative to which this Agreement shall apply is the Learning Resource Cooperative of NWESD, hereinafter referred to as "LRC." The purpose of the LRC is to maintain and loan, with funds contributed by its members, a library of instructional media materials to be used by the membership and others authorized by this Agreement to promote the improvement of classroom instruction through effective use of instructional materials. The LRC will also provide online instructional materials including, but not limited to, digital streaming and research databases. The activities of the LRC will be accomplished by the NWESD, with the resources provided through this Agreement. Management and oversight of the LRC rests with the NWESD.

III. DURATION OF AGREEMENT

The Agreement shall be effective from **September 1 to August 31 of the current year**, and shall be automatically renewed from year to year thereafter, unless the District shall give written notice to the NWESD of its election to terminate this Agreement by April 15, or unless the Agreement is terminated in accordance with Section XI herein.

IV. MEMBERSHIP

The District shall become a full member or partial member of the LRC effective September 1 upon execution of this Agreement and the payment of the specific charges and fees provided herein. A full member is defined as when the entire District participates. A partial member is defined as when not all schools in the District participate.

A partial membership will be comprised of one or more schools within the District, but not all. A "school" is considered a physical structure that houses at least one academic level (elementary, middle, junior high, or senior high) as defined by the District for purposes other than membership in the LRC. The following are examples:

- A) An elementary school housed in one or more buildings is considered one school.
- B) A junior high and high school located on the same campus is considered two separate schools; a junior high and a high school.
- C) A district has all of its operations on one campus; thus, that campus is comprised of multiple schools (e.g., elementary, middle, junior high, and high).

If there are questions about what constitutes a "school," the NWESD Superintendent has the authority to make the determination, which is appealable to the Executive Advisory Board for final determination.

Membership shall be contingent upon payment of specific fees and the compliance with all other terms and conditions of the Agreement, and as authorized by the Advisory Board Executive Committee. Districts or individual schools desiring membership in the LRC shall apply for membership and execute the necessary Agreement by August 1st of the year in which they desire to become a member, however, applications for full District or individual building membership by a school District subsequent to August 1st may be accepted at any time provided the District executes an Agreement and pays the required charges and fees as applicable to its chosen membership as set forth herein.

V. FINANCING/COSTS/RATE

The fees as outlined in this Section, which the District agrees to pay the NWESD, shall be considered as the necessary charge for membership in the LRC, but shall not include those charges made to the District for damaged or lost media materials. It is expected that the monies generated will provide for the operational costs, facility rent, utilities, salaries of employees of the LRC, transportation, indirect costs, and other non-capital improvements or maintenance expenditures.

The District's annual costs for full membership in the LRC shall be based on the resource package selected by the school or district (see Appendix A). All fees based on student FTE shall be calculated based on the October 1, 2009 P-223 report as filed with OSPI. If staff within a member district orders LRC material for use in a school which is not participating, as defined in Section IV of this Agreement, the District agrees to remit the membership fees as described herein for the entire school which uses said materials when said school is not a member.

The above determined membership fees will be paid in twelve equal monthly payments, payable by each District to the NWESD by the fifth (5th) of each month, commencing in October. Other fees/billings (e.g., damages,) will be sent as appropriate with said billings to be paid within thirty (30) days.

If this Agreement is not replaced with another document, the fees for membership in subsequent years will be subsequently determined to cover the LRC operational costs, as determined by the NWESD Superintendent.

VI. GOVERNANCE/ADVISORY BOARDS & COMMITTEES

The ultimate authority and responsibility for the operations and maintenance of the LRC shall be vested in the Board of Directors of the NWESD. To this extent, actual management of the LRC shall be vested in the NWESD.

An Advisory Board is established which is composed of Superintendents (or designee) of all districts which are members. From this group there shall be an Advisory Board consisting of four to seven (4-7) participating district superintendents (or designees), with representation from throughout the region. The Advisory Board Executive Committee is charged with the responsibility to provide advice and input to the NWESD on the operation of the LRC. The Advisory Board shall meet at least once annually and at such other times as may be deemed necessary or advisable by a majority of its members, or the NWESD Superintendent.

VII. RIGHTS AND OBLIGATIONS OF NWESD

In accordance with this Agreement, the NWESD shall:

- A) Receive the monies described in Section V of this Agreement and use them to pay the costs of providing the service described in this Agreement.
- B) Allow participating districts with a full membership, and to participating schools enrolled in a partial membership, the unlimited number of uses of media material when available and in accordance with the terms of this Agreement.
- C) Provide the existing inventory of media materials which:
 - 1) have been inspected and are in a condition ready to be utilized in the classroom:
 - 2) are delivered on an agreed schedule by postal/shipping service (type of service provided the District shall be by mutual agreement with the LRC); and,

- 3) is available to all member school districts through the online catalog located on the NWESD website.
- D) Be permitted to rent media materials contained in the collection at the LRC to private and parochial schools and other educational institutions, subject, however, to the following limitations:
- 1) All full member districts shall have first call on all media materials maintained at the LRC.
 - 2) The rental fee, as established by the LRC, must be equitable in terms of other media rental libraries.
 - 3) Those schools or institutions renting media materials shall be fully responsible for any loss or damage to such materials.
 - 4) The failure of a non-member private or parochial school or other educational institution to return rented media materials by the due date will result in an automatic penalty of an additional rental charge as determined by the Advisory Board of the LRC.

VIII. DISTRICT RIGHTS AND OBLIGATIONS

As a member of this cooperative, which includes other local school districts, the District shall:

- A) Pay the amount defined in Section V of this Agreement to the NWESD as required for membership.
- B) Designate one person in every school who shall respond to LRC inquiries as to orders, late returned materials, etc. Contacts for each participating school shall be indicated on page seven (7) of this Agreement.
- C) Submit request for borrowing materials according to procedures established by the LRC.
- D) Return borrowed media materials to the LRC within three (3) weeks. A late charge may be due if items are not returned in a timely manner.
- E) Upon discovery of any damaged LRC material, immediately notify the LRC staff. The NWESD will bill the District for replacement of damaged or lost media materials when the damage or loss is the result of District's action/inaction.
- F) Advise the NWESD of damaged or badly worn media materials which shall be replaced, if available, at no additional cost to the District, unless the District has been responsible for the damage.
- G) Waive any locally established procurement requirements that are more restrictive than those established by statute for fees/purchases initiated pursuant to this Agreement.
- H) 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.

IX. DISPUTE RESOLUTION

Disputes arising out of this agreement, excluding direct and indirect costs and the determination of applying the definition of "school," 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 LRC staff to make a determination. If disagreement continues and desired, the issue may then be referred to the Superintendent of NWESD.
- B) If the dispute is between a participating District(s) and NWESD, then the participating Districts will appoint someone to represent them, NWESD will appoint someone to represent it, and those two parties will appoint someone as a third representative; decisions will be made by a vote of the majority of the representatives. Such decisions are limited by the terms and conditions contained within this Agreement.

X. SUSPENSION AND DISBARMENT

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.

XI. TERMINATION/DISSOLUTION AND DISTRIBUTION OF ASSETS

Any individual district and/or any individual school can elect to discontinue participating in the LRC as of August 31st of any year by sending notification to the NWESD by the preceding April 15th.

The NWESD may notify the participating Districts of its decision to discontinue acting as host of the LRC with said termination to occur as of August 31st. Notice of the intent to discontinue providing the service as administrator to the LRC shall be by July 1st prior to said termination date of August 31st.

By a majority vote of the Advisory Board, the operation of the LRC can be terminated as of August 31st of any year. The vote to terminate must occur by March 31st prior to the August 31st termination date.

All assets acquired by NWESD, and placed in service for the LRC during this Agreement, shall remain the property of NWESD. Should there be a termination of the operation of the LRC or if the NWESD discontinues acting as the administrator, the assets, including any remaining fund balance, will be used by the NWESD to benefit other programs/services as the NWESD deems appropriate.

XII. ASSIGNMENT/WAIVER/SEVERABILITY

No rights or responsibilities required or authorized by this Agreement can be assigned by any party hereto unless otherwise allowed in this Agreement. 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 which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XIII. HEADINGS/SIGNATURES/APPROVAL

The headings in 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.

Learning Resource Cooperative (LRC) continuation is prerequisite upon school and/or district participation levels. Should the enrollment not cover basic financial requirements of the Cooperative, the Cooperative will be discontinued.

Type of membership desired: Full District ☒ Partial District

The following schools will be participating in the LRC Cooperative for 2009/10 based on package selections (see Appendix A.). All schools/districts must submit a purchase order for membership.

Participating School Name(s), Contacts and Package(s)

School Name	School Contact	Package VP = Value Package AC = A-la-Carte
Cascade High School	Karen Shoaf-Mitchell	AC – Proquest
Cedar Wood Elementary	Diane Lundberg	AC – Proquest
Eisenhower Middle School	Johnna Christensen	AC – Proquest
Emerson Elementary School	Jackie Zarnick	AC – Proquest
Everett High School	Deb Payne	AC – Proquest
Evergreen Middle School	Greg Elder	AC – Proquest
Forest View Elementary School	Amie Nesting	AC – Proquest
Garfield Elementary School	Barb Weber	AC – Proquest
Gateway Middle School	Stacey Stephens	AC – Proquest
Hawthorne Elementary School	Mardean Francis	AC – Proquest
Heatherwood Middle School	Teresa Allnoch	AC – Proquest
Henry M Jackson High School	Barbara Stolzenburg	AC – Proquest
Jackson Elementary School	Pat Washburn	AC – Proquest
Jefferson Elementary School	Justin Haney	AC – Proquest
Lowell Elementary School	Rob Raymond	AC – Proquest
Madison Elementary School	Margaret Harvey	AC – Proquest
Mill Creek Elementary School	Amalia Pimenta	AC – Proquest
Monroe Elementary School	Tracy Stavang	AC – Proquest
North Middle School	Kelly Kenleigh (need email address)	AC – Proquest
Penny Creek Elementary School	Robin Mohr / Julie Rawlins	AC – Proquest
Sequoia High School	Diana Parks	AC - Proquest
Silver Firs Elementary School	Ellen Fruland	AC – Proquest
Silver Lake Elementary School	Tom Curd	AC – Proquest
View Ridge Elementary School	Brian Webber	AC – Proquest
Whittier Elementary School	Christy Scott	AC – Proquest
Woodside Elementary School	Joan Litzkow	AC – Proquest
District Contact	Loretta Comfort	
Technical Contact	Ken Toyn	

Man McCauley 6/23/09
Superintendent Date
Assem. Supt.

Julie Rawlins 9/2/07
Superintendent Date
Northwest Educational Service District 189

Everett School District #2

Snohomish County, Washington

APPENDIX A.

The Learning Resource Cooperative (LRC) will be offering two package options for 2009/2010. Each district and school may select either package.

Value Package (VP) – \$8.00 per FTE *

- Physical Media (dvds, videos, kits, audiobooks)
- Discovery Education
- Learn360
- NetTrekker.di
- NoodleTools
- ProQuest Suite
- TeachingBooks.net

À la Carte (AC) – Districts and schools may choose from the following resources. There are no limits on the number of choices, and discounts are available based on the number of resources requested.

Resource	Fee **
Physical Media	0-249 FTE = \$25 per title requested 250+ FTE = \$4.57 per FTE
Discovery Education Streaming (price is per school)	0-250 FTE = \$1,275 251-500 FTE = \$1,323 500+ FTE = \$1,370 0-250 District wide FTE = \$945
Learn360 Streaming	\$0.68 per FTE
NetTrekker.di	\$1.28 per FTE
NoodleTools	\$0.22 per FTE
ProQuest Suite	\$0.25 per FTE
TeachingBooks.net	\$162 per school

* Membership savings will be passed on to schools depending on total enrollment in the LRC Cooperative. Greater participation results in lower overhead costs, which would be passed on as lower FTE fees.

** All FTE fees are based on the October 1, 2009 P-223 report, as filed with OSPI.

www.nwesd.org/lrc

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