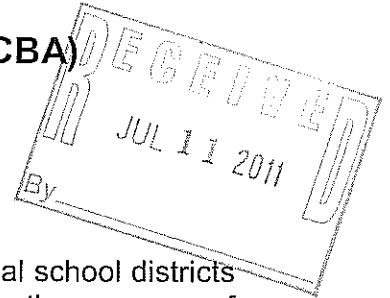


**NWESD CLASSROOM-BASED ASSESSMENTS (CBA)
2011-2012 COOPERATIVE AGREEMENT**



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;

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 development of classroom-based assessments can be accomplished on a cooperative basis more economically and efficiently, they have requested that NWESD form a Classroom-Based Assessment (CBA) 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.

THEREFORE; a Classroom-Based Assessment 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 Classroom-Based Assessment Cooperative (hereinafter referred to as Cooperative). The purpose of the Cooperative is to develop quality classroom-based assessments that are aligned to the Washington State Grade Level Expectations (GLEs), developed by OSPI for use by teachers in participating districts.

III. MEMBERSHIP

Membership in the 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. TERM OF AGREEMENT

For any individual district, this Agreement will be for the 2011-2012 school year, beginning September 1, 2011 and ending August 31, 2012. Further, participating districts agree to continue participation in the cooperative for each consecutive fiscal year following August 31, 2012, unless they provide written notice of termination prior to the May 1st preceding the August 31st of termination period. Termination is limited pursuant to the conditions established in Article VIII below.

V. 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 General Fund 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 General Fund 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.

Continuing members will pay a 2011-12 membership fee in the amount of \$3.00 per each FTE student. Newly participating members for the 2011-12 school year will pay a membership fee in the amount of \$3.30 per each FTE student. FTE is based on the annual average enrollment for the preceding year (as of May 31, 2011). This rate may be adjusted annually by the Executive Committee of the Cooperative, but will minimally be set at a level that permits recovery of all operating costs, including NWESD indirects. Membership fees for the South Whidbey School District are calculated as follows:

$$1547.82 \text{ FTE} \times \$3.00 = \$4,643.46$$

Each participating district superintendent will serve on the Executive Committee of the Cooperative. In addition each participating superintendent will appoint a representative to serve on the Cooperative Coordinating Council, which shall provide the NWESD advice related to day-to-day operations and make recommendations to the Executive Committee regarding future priorities and rate adjustments.

Invoicing will occur in January and May. Delinquent accounts may be assessed an interest charge of one and one half percent (1.5%) per month. Any adjustments to the fee schedule that are approved by the Executive Committee will be provided to all participating districts within thirty (30) days.

Any participating district may use the Cooperative's CBAs at the established fee. Any deficit incurred by the Cooperative may be reclaimed from subsequent year(s) profits.

VI. DUTIES OF DISTRICT

In accordance with this Agreement, each participating district shall:

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.

XII. 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.

NWESD

South Whidbey School District

By: [Signature]

By: [Signature]

Title: Superintendent

Title: Superintendent

Date: 6/30/11

Date: 6-17-11

By: [Signature]

Title: Cooperative Director

Date: 7.6.11

