

**INTER-LOCAL AGREEMENT BETWEEN  
WOODLAND SCHOOL DISTRICT AND CASTLE ROCK SCHOOL DISTRICT  
2012-2013**

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This Agreement is entered into by and between Woodland School District No. 404 (hereinafter referred to as the "Employing District") and Castle Rock School District No. 401 (hereinafter referred to as the "Receiving District"):

1. Duration. This Agreement shall be in full force and effect from September 1, 2012 through August 31, 2013.
2. Purpose. The purpose of this Agreement shall be to provide efficient and effective educational services to students of both the Employing and Receiving District by the sharing of a single certificated employee in the following position: Occupational Therapist.
3. Administration. The Employing District shall be the administrator of this Agreement and no separate legal or administrative entity is created under the terms of this Agreement. The certificated employee shared under the terms of this Agreement shall be an employee of the Employing District and shall be subject to the policies, rules and regulations of the Board of Directors of the Employing District. The Employing District will supervise and evaluate the certificated employee with the input of the Receiving District.
4. Services. The Receiving District shall determine how they wish to use the certificated employee during the scheduled time. The Employing District will not provide a substitute when the certificated employee is absent. The Employing District must be notified of all absences by the Receiving District for proper leave reporting.
5. Financing. The Receiving District shall be responsible for paying 40% of the direct costs of employing the certificated employee. The Employing District will bill the Receiving District in January and June with the final billing adjusted to reflect actual costs. The Receiving District will be responsible for their pro rata share of any leave cash out. The Employing District will bill the Receiving District when cash out occurs. Additional paid time beyond the base contract will be agreed upon between the respective district and the certificated employee, with the respective district responsible for such additional costs. The Employing District will include any additional costs in the final billing as described above. The Receiving District shall also reimburse the Employing District 40% of any reasonable attorney fees and costs it incurs or is required to pay, any arbitrator and hearing officer costs, and contract damages, if any, in any grievance, arbitration or Public Employment Relations Commission proceedings directly related to the certificated employee, or in any action to terminate, adversely affect, or nonrenew the certificated employee's employment contract. Disputes as to the amount of costs shall be submitted to the Educational Service District fiscal officer for determination.

6. Property. This Agreement shall not result in the joint acquisition of any real or personal property. Each district shall be responsible for providing its own supplies for the provision of services to the district.

7. Notice of Renewal or Termination. Each party to this Agreement acknowledges that although this Agreement is for only one school year, program development is continuous and long-range planning is a requisite. The parties also acknowledge that entering into this Agreement may carry implications for succeeding school years. Therefore, each party agrees to notify the other party in writing by March 31 of its intent either to renew or terminate this Agreement for the following school year. Absent this notice, this agreement shall be conclusively renewed on the same terms for an additional school year.

8. Premature Termination. Each party acknowledges that entering into this arrangement may result in financial commitments by the other party to this Agreement, and therefore agrees that it will not terminate this Agreement prior to the expiration date without the written consent of the other party. In the event of unilateral termination without consent, the terminating party agrees to indemnify and pay for any financial loss which results.

9. Arbitration. Any disagreement between the parties arising from this Agreement shall be settled by binding arbitration. Such arbitration shall be before one disinterested arbitrator chosen by the parties, if the parties can agree upon one. If no agreement can be reached, the parties agree to request that the Superintendent of Public Instruction select a single arbitrator. Each party shall be responsible for its own costs and fees. The arbitrators' fees and expenses shall be divided equally between the parties. The arbitrator shall determine the controversy in accordance with the laws of the state of Washington as applied to the facts and the decision shall be binding upon both parties.

10. Bodily Injury and Property Liability. Each party shall be fully responsible for all acts and omissions of its own employees, officers and agents in the performance of duties under this Agreement resulting in bodily injury or property liability. The Employing District shall save and hold the Receiving District and its officials, employees, and agents harmless from all costs, damages and fees incurred as a result of any such acts or omissions of the Employing District's employees, officers and agents in the performance of duties under this Agreement. The Receiving District shall save and hold the Employing District and its officials, employees, and agents harmless from all costs, damages and fees incurred as a result of any such acts or omissions of the Receiving District's employees, officers and agents in the performance of duties under this Agreement

11. Assignment. No right or duty under this Agreement may be assigned by either party to this Agreement without the other parties' written consent.

12. Waiver. Failure by either party to enforce any provision of this agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this agreement any time thereafter.


13. Severability. If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.

14. Modifications. This Agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of the agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

WOODLAND SCHOOL DISTRICT NO. 404

\_\_\_\_\_ Date \_\_\_\_\_  
[signature block]

CASTLE ROCK SCHOOL DISTRICT NO. 401

\_\_\_\_\_ Date 8/21/12  
[signature block]

Felicity Otis - Occupational Therapy  
MA+45, 0 years experience

Salary		43,051
Total Compensation		43,051

Medical/Dental/Vision		9,444
Health Care Authority		780
Mandatory Benefits	16.73%	<u>7,202</u>
Total Benefits		17,426

Total Salary/Benefits		60,477
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Woodland Share	60%	36,286
Castle Rock Share	40%	24,191



Castle Rock School District No. 401  
600 Huntington Avenue S, Castle Rock WA  
Phone (360) 501-2940  
Fax (360) 501-3140

Appendix A to Contractual Agreement

**Certification Regarding Adherence to OMB Circulars #A21, A-87 and A-133 (as applicable), and Certification Regarding Disbarment, Suspension, Proposed Debarment, and Other Responsibility Matters**

Along with CRSD, grant recipients will follow the Cost Principles of OMB Circular #A-87 (or #A-21 if applicable), which established principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements. CRSD and grant recipients will also follow and apply the provisions of the sections of OMB Circular #A-133 as they pertain to non-Federal entities, whether they are recipients expending Federal awards received directly from Federal awarding agencies, or are sub-recipients receiving awards as a pass-through entity. Copies of the OMB Circulars can be accessed online at [www.whitehouse.gov/omb.circulars.index.html](http://www.whitehouse.gov/omb.circulars.index.html).

Contract recipient certifies that it, nor its Principals, are presently disbarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. (“Principals”, for purposes of this certification, mean officers; directors; owners; partners; and persons having management or supervisory responsibilities within a business entity, e.g., general manager; plant manager, head of subsidiary, division, or business segment; and similar positions.)

Contractor shall provide immediate written notice to CRSD 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.

This certification is a material representation of fact upon which CRSD has relied in entering into this Agreement. Should CRSD 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, the District may terminate this Agreement in accordance with the terms and conditions therein.

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(Date)

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Consultant/Contractor’s Signature)