



EDUCATIONAL
SERVICE
DISTRICT 112

2500 NE 65 Avenue, Vancouver, WA 98661 | T 360 750 7500 F 360 750 9706 TDD 360 750 7510

Counties
Clark
Cowlitz
Klickitat
Pacific
Skamania
Wahkiakum

Board of Directors
Kenneth Botero
Ann Campbell
Richard Graham
Patricia Kellogg
Marilyn Koenninger
Darlene Stickel
Steve Wrightson

Superintendent
Dr. Twyla G. Barnes

Agreement/Contract No.: 1264-30

Account Code: 2404-71-0000-223

Fiscal Year 2011-12

SMC Agreement

SCIENCE MATERIALS COOPERATIVE
SERVICES AGREEMENT

Between

EDUCATIONAL SERVICE DISTRICT 112
(hereinafter referred to as the ESD)
2500 N.E. 65th Avenue
Vancouver, WA 98661

and

WOODLAND SCHOOL DISTRICT
(hereinafter referred to as the District)
800 Third St
Woodland WA 98674

1. **Purpose.** This Agreement between Educational Service District No. 112 (the "ESD" and School District (the "District") is made for the purpose of providing the District with the services of supervision of the staff and operations of the Regional Science Materials Cooperative including the services as set forth in **Appendix A**, hereof.
2. **Term.**
 - 2.1. **Initial Term.** The initial term for the Agreement shall be from September 1, 2011 to August 31, 2012.
 - 2.2. **Renewal.** Subject to the termination provisions below, this Agreement shall automatically be renewed for the same period each subsequent year unless the District gives written notice of its election to terminate the Agreement at least one year before the end of the initial term; or any renewal term by May 1 of the current year in the case of financial hardship, as approved by the Science Materials Cooperative Executive Advisory Committee. In the event the District fails to provide notice of election to terminate at least one year before the end of the initial term or any renewal term, then in addition to any other damages required to be paid pursuant to Section 8 below, the District shall be obligated to pay all fees for the renewal term upon invoicing by the ESD.

3. **Organization and Governance.** The parties agree the ESD is authorized as the legal and administrative entity to govern and direct the operation of this Agreement and the parties' obligations hereunder in accordance with terms of this Agreement and the ESD's adopted policies and procedures.

4. **Responsibilities of the ESD.**

- 4.1 **PROGRAM**—The ESD agrees to provide the District with the services of supervision of the staff and operations of the Regional Science Materials Cooperative including the services as set forth in **Appendix A**, hereof.
- 4.2 **COST** Total cost to the District for Science Materials Services listed above will be as stated in 5.5 below. There shall be no additional charge or assessment unless approved in writing by the District.
- 4.2.1 Billing will be done in four equal installments.
- 4.2.2 Billing dates will be September 1, 2011; December 1, 2011; March 1, 2012; and May 1, 2012.

5. **Responsibilities of the District.**

- 5.1 The District does, through the signing of this contract, agree to be a member of the Science Materials Cooperative and to abide by the Constitution and By-laws of the Science Materials Cooperative.
- 5.2 The District will participate in the governance of the Science Materials Cooperative as described in the constitution and by-laws.
- 5.3 The District shall pay to the ESD the annual fee for membership in the Science Materials Cooperative set each year by the Science Materials Cooperative Executive Advisory Committee. The District fee for 2011-12 will be thirteen thousand, three hundred and sixty dollars (\$13,360).
- 5.4 Payment to ESD for services will be made in four equal installments for the total sum of thirteen thousand, three hundred and sixty dollars (\$13,360). Payment dates will be September 30, 2011; December 31, 2011; March 31, 2012; and June 30, 2012.
- 5.5 Should any services beyond the scope of this agreement be requested by the district or required of the ESD, the ESD and the District will negotiate an amount to be included in a contract addendum.

6. **Assignment.** Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.
7. **Mutual Termination.** This Agreement may be terminated by mutual agreement by the parties.
8. **Unilateral Termination by District.**
 - 8.1. **Definition.** A "unilateral termination by the District" is a withdrawal from or termination of the agreement prior to the expiration of the initial or any renewal term.
 - 8.2. **Damages.** By entering into this Agreement, the District acknowledges that no liquidated damage claims will be submitted by the ESD beyond the amount of the yearly fee stated in 5.5 above.
9. **Termination by ESD.**
 - 9.1. **Breach by District.** In the event the District fails or neglects to pay or perform according to the terms of this Agreement, the ESD may terminate this Agreement upon thirty (30) days written notice to the District and the District shall be responsible for payment of all damages as described in Section 8 above.
 - 9.2. **Upon Dissolution of Fee for Services Program.** The ESD reserves the right to dissolve this fee for services program and terminate this Agreement when in the ESD's judgment its participation in this fee for services program does not afford an educational or financial advantage in quality or quantity of services called for in this Agreement. The ESD will give the district 120 days notice of the dissolution of this program. In the event of dissolution of this fee for services program, all assets acquired by the ESD from any monetary source or assets donated and placed in service for this fee for services program during the life of the Agreement shall be distributed on a pro rata basis to member districts and the ESD.
10. **Termination for Breach.**

If either party fails to comply with the terms and conditions of this agreement, the other party, upon 30 days prior written notice to the breaching party, may terminate this agreement with no continuing financial liability to the non-breaching party.
11. **Employment Representation.**

During the term of this contract, an employee(s) of the ESD may have contact with public school children. Therefore, the ESD is prohibited from employing any person who has pled guilty or been convicted of any felony crime involving the physical neglect, injury, death or sexual abuse or exploitation of a minor. Failure of the ESD to comply with this section shall be grounds for immediate termination of this contract.

12. Indemnification.

12.1 ESD. The ESD agrees to protect, defend, indemnify and hold the District, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the ESD's negligent performance under this Agreement.

13. Waiver. No provision of this Agreement or the right to receive reasonable performance of any act called for by its terms shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.

14. Severability. If any term of 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 the Agreement which can be given effect without the invalid term, condition, or application and, to this end, the terms and conditions of this Agreement are declared severable.

15. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and any action or litigation undertaken to enforce the terms of this Agreement shall be conducted in Clark County, Washington.

16. Whole Agreement. The parties agree that this Agreement, together with all appendices, if any, constitute the entire agreement between the parties and supersedes all prior or existing written or oral agreements between the parties and may not be amended other than in writing signed by the parties.

17. Attorneys Fees and Costs. In the event litigation arises out of this Agreement, the losing party agrees to pay the prevailing party's attorney fees incident to said litigation, together with all costs and expenses incurred in connection with such action, whether incurred in trial court or on appeal.

18. Captions. Paragraph headings have been included for the convenience of the parties and shall not be considered a part of the Agreement for any purpose relating to construction or interpretation of the terms of this Agreement.

19. Opportunity Without discrimination. The ESD and the District agree to comply with all laws that prohibit discrimination on the basis of race, creed, color, national origin, age, families with children, sex, marital status, sexual orientation, physical, sensory or mental disabilities, or use of a trained guide dog or service animal. Inquiries regarding compliance and/or grievance procedures for the ESD may be directed to the ESD at its address above.

20. Authority. The terms and conditions of this Agreement to which the parties agree are being entered into by appropriate resolutions of the respective boards of directors of the ESD and the District.

Page 5
Agreement/Contract No.: 1264-30
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IN WITNESS WHEREOF, the District and the ESD have executed this Agreement on the date and year indicated below.

EDUCATIONAL SERVICE DISTRICT 112

By: _____ **Date:** _____

WOODLAND SCHOOL DISTRICT

By: _____ **Date:** _____

PLEASE SIGN, DATE, AND RETURN BOTH COPIES OF THIS AGREEMENT TO:

Internal Accounting
Educational Service District 112
2500 NE 65th Avenue
Vancouver WA 98661-6812

A countersigned copy will be returned to you.

Appendix A

SERVICES PROVIDED BY SOUTHWEST WASHINGTON SCIENCE MATERIALS COOPERATIVE

- Provide technical assistance in regards to purchase of science materials
- Prepare and distribute science kits
- Replenish consumable materials in kits
- Refurbish kits as necessary
- Provide kit storage as appropriate
- Locate living plants and animals as required by kits
- Purchase consumable materials in a cost effective manner
- Maintain a current inventory of kits and consumable materials
- Provide a checkout system for kits as necessary
- Schedule delivery of kits to districts, schools and classrooms
- Arrange cost effective delivery of kits
- Provide appropriate non-fiction reading materials with kits
- Provide middle school units for additional fees if the District chooses this option
- Provide ongoing professional development for instructional units in alignment WA State science standards and district/school improvement plans
- Provide professional development and networking opportunities for school principals
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