

1 **Tillamook Education Consortium Agreement**
2 **2018-2019**
3

4 This Consortium agreement (“Agreement”) is made and entered into on this 1st day of July, 2018 by and
5 among:

6 Neah-Kah-Nie School District (NKSD)

7 Nestucca Valley School District (NVSD)

8 Tillamook School District (TSD)

9 Tillamook Bay Community College (TBCC)

10 Northwest Regional Education Service District (NWRESD)

11 Hereinafter referred to collectively as the Tillamook Education Consortium (TEC).
12

13 1). ORGANIZATION AND STRUCTURE

14 The purposes of the consortium are to support the advancement of K-15 education in Tillamook County,
15 by leveraging the resources of NKSD, NVSD, TSD, TBCC and NWRESD.
16

17 The Consortium is to be self-supporting through membership fees, County Allocations from the
18 NWRESD and miscellaneous income.
19

20 The TEC board is to consist of designees of Full Membership.
21

22 2) MEMBERSHIP

23 There are two membership categories: Full Member and Ex-Officio. A Full Member receives
24 representation on the TEC board. The annual assessment for Full Membership is Fifteen Thousand
25 (\$15,000). Fees are due on October 1 for the year of membership. County School Districts and/or

1 NWRESD that are not full members will be Ex-Officio members which allows for participation, but no
2 board representation.

3

4 By the April TEC meeting of each year, Members will declare their status for the following year.

5

6 3) ADMINISTRATION

7 The NWRESD will supply administration assistance through their Tillamook Service Center
8 administrator. This employee will be an NWRESD employee. The NWRESD is also designated the
9 fiscal agent for the TEC.

10

11 4) PROGRAM DECISIONS

12 Programmatic decisions will be brought before the TEC board at their regularly scheduled meetings. A
13 majority vote will be required to implement new programs and/or programmatic changes. Once the
14 program startup or changes have been approved, a budget appropriation will be made via a majority
15 agreement.

16

17 Services provided and the cost for each service for Ex-Officio school districts will be determined by the
18 TEC Board. Ex-Officio service credits (determined by District ADMw percentage of County total
19 multiplied by the county allocation) can be used to purchase the services offered by the TEC. Any
20 unused service credits by Ex-Officio Member districts will roll back into the TEC general budget on
21 June 30th of each year.

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23

1 5) ACCESS TO SERVICES

2 At the time of the April TEC meeting, Ex-Officio services need to be selected by the Ex-Officio district
3 for the following year. Prorated costs for all services and programs will be provided by the TEC.
4

5 6) DISSOLUTION of TEC (Tillamook Education Consortium)

6 Upon the decision of the TEC Board to dissolve the TEC, all remaining funds will be distributed in the
7 following manner:

- 8 A. TBCC will receive the lesser of 10% of the remaining balance or \$15,000.
- 9 B. Ex-Officio Districts will receive their unused portion of that year's credits in cash.
- 10 C. Member Districts will distribute the remaining money on an ADMw basis.

11

12 7) THE TILLAMOOK EDUCATION CONSORTIUM MEMBERS AGREE:

13 A. TEC members agree to avoid discrimination in any way against any employee or applicant for
14 employment and will not limit, segregate, or classify employees in any way which would deprive
15 or tend to deprive any individual of employment opportunities or otherwise affect the
16 individual's status as an employee because of such individual's race, color, religion, sex, national
17 origin, marital status, age or disability.

18

19 B. The TEC, as the sole parties to this Agreement, agree to hold harmless and indemnify the other
20 parties, its directors, officers, employees, and agents from all claims, demands, suits, actions,
21 expenses and attorney fees (including appellate attorney fees) brought against the parties, its
22 officers, employees, agents or subcontractors, under this Agreement. Nothing in this paragraph

1 shall be deemed to increase the liability of any party beyond that specified as the limit of liability
2 for a public body, its officers, employees or agents under the Oregon Tort Claims Act.

3
4 C. This Agreement may be terminated at the end of the fiscal year by TEC Board vote. If a District
5 or Member chooses to withdraw in the middle of the year, all dues and county allocations remain
6 with TEC.

7
8 D. DISSOLUTION above. No such termination shall prejudice any right or obligation of any party
9 already accrued prior to the effective date of termination.

10
11 E. This Agreement shall be governed by and construed in accordance with the laws of the State of
12 Oregon.

13
14 F. This Agreement constitutes the entire Agreement between the parties. No waiver, consent,
15 modification or change of terms or provisions of this Agreement shall bind either party unless in
16 writing and signed by all parties. Such waiver, consent, modification or change, if made, shall
17 be effective only in the specific instance and for the specific purpose given. There are no
18 understandings, agreements or representations, oral or written, not specified herein regarding this
19 Agreement.


20
21 Each party, by the signature of its authorized representative, hereby acknowledges that it has
22 read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each

1 person signing this Agreement represents and warrants to have the authority necessary to execute
2 this Agreement.

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4 Neah-Kah-Nie School District

5 
6 Paul Erlebach, Superintendent


Nestucca Valley School District

7 
8 Misty Wharton, Superintendent

9 Tillamook School District

10 
11 Randy Schild, Superintendent

Tillamook Bay Community College

12 
13 Ross Tomlin, President

14 NW Regional Educational Service District

15 
Rob Saxton, Superintendent