

# **WHATCOM DISCOVERY PROGRAM INTERLOCAL COOPERATIVE AGREEMENT**

## **I. INTRODUCTION**

WHEREAS, legislatively approved staffing ratios preclude the resident districts from generating sufficient staff to meet the needs of students with disabilities;

WHEREAS, cooperative student enrollments provide a more efficient and economical basis for managing and implementing special education programs;

WHEREAS, districts have chosen to avoid unnecessary duplication of unusually expensive programs and rather choose to try to free up resources to provide educational programs not otherwise available;

WHEREAS, Northwest Educational Service District 189 (herein also referred to as "NWESD") has historically provided special education services on a cooperative basis;

WHEREAS, various school districts (hereinafter referred to as "Districts") in Washington have requested that NWESD provide special education services for their students; and,

WHEREAS, RCW 39.34, RCW 28A.310.180, RCW 28A.310.010 and RCW 28A.310.340, authorize the school districts and educational service districts to join together to engage in various activities, including having the educational service district provide cooperative special education services.

NOW THEREFORE, a cooperative is hereby created wherein NWESD will provide special education services to the Districts which are signatories to this Interlocal Cooperative Agreement (herein referred to as "Agreement"), according to the terms and conditions contained herein.

## **II. NAME/PURPOSE**

The name given to this cooperative is Whatcom Discovery. The general purpose of this Agreement, as authorized by the aforementioned statutes and/or other applicable laws, is the formation of a cooperative to provide a continuum of services to students whose unique educational needs cannot be met within the resident school district, but who have been screened and meet the established parameters for enrollment in the cooperative.

## **III. MEMBERSHIP**

Membership in this cooperative requires all member districts to sign this Agreement. "District" shall hereafter refer to districts that have signed the Agreement for the 2016-17 program year and agree to be financially responsible as a cooperative member for the program costs.

## **IV. FINANCING/COSTS/RATES**

The students served by this program are residents of their respective District, and accordingly, it is acknowledged that each District retains the responsibility to provide an appropriate public education for them. Each District participating in this cooperative commits to pay to NWESD an amount sufficient to reimburse NWESD the total cost of operating this cooperative based on the number of FTE student slots identified in Appendix A. This will be done in the following fashion:

- A. By March 15, 2017, and every March 15 thereafter for following program years, Districts will be asked to identify the number of FTE student slot commitments for the next school year. The

program budget will be developed based on this information and will include indirect costs. Such budget will annually be submitted to the Advisory Council.

- B. Member District slot commitments will be established as per Agreement. Districts will be billed a per-student amount to cover basic program costs, based on the number of FTE student slot commitments. The per-slot amount is established at \$48,780 per FTE for the 2016-17 program year, or \$271 per day, based on a total of 32 slots. In addition, each District commits to pay an additional ten (10) percent "late-comer" fee per billable day if this Agreement is signed after May 1 of the program year. Upon signing this Agreement, each District commits to purchase the number of slots listed on Appendix A and agrees to pay the listed amount per slot, whether used or not. At program year end, the estimated per-slot cost will be compared to actual costs, and any difference (outside the minimum operational reserve required by NWESD Board policy) will be billed or credited as appropriate per Advisory Council agreement. Any individual District may request to release slots to the cooperative, and upon approval of Advisory Council, may be relieved of their commitment for the school year.
- C. Program slot commitments will be invoiced on a full-time basis for all cooperative students. Less than full-time participation will not constitute a reduction in billing, as it is understood that part-time and/or transition services continue to require an enriched level of cooperative staff involvement.
- D. The daily rate will continue to be invoiced for students who are absent for up to twenty (20) consecutive days. On the twenty-first (21<sup>st</sup>) day of absence, invoicing will be discontinued. If the student is to return to the program after twenty-one (21) days of absence, the district would provide a new referral form for the student.
- E.. In the event participation in the program is significantly below projections as identified in paragraph A above, the Advisory Council will be convened by November 10 to consider modifying agreements outlined in paragraph B above.

#### **V. ADVISORY COUNCIL**

An Advisory Council consisting of the superintendent of each participating District, or his/her designee is hereby created. The purpose of such Advisory Council is to monitor the performance of this Agreement, recommend amendment(s) to this Agreement (pursuant to Section X), and to terminate this Agreement (pursuant to Section X). Additionally, the Advisory Council will be responsible for making recommendations to NWESD regarding policies unique to the operation of the cooperative and recommending modifications to the program budget should student enrollment fall significantly below projections.

Activities of the Advisory Council shall take place as needed, called by a majority of its members or the Superintendent of NWESD, or his/her designee. Decisions by the Advisory Council will be made by a vote of greater than fifty percent (50%) of a quorum. A quorum is defined as follows: at least fifty percent (50%) of the representatives appointed to the Advisory Council. Participation may occur via technological participation, including email, providing at least seven (7) calendar days prior notice was provided to each district superintendent or designee.

## **VI. RIGHTS AND OBLIGATIONS OF NWESD**

In accordance with this Agreement, NWESD shall:

- A. Operate a self-contained education program for students with disabilities who manifest severe behavior challenges.
- B. Recruit, employ, and supervise staff required to adequately operate the program. All staff for the cooperative shall be employed by NWESD and shall be subject to the policies, and rules and regulations of the Board of Directors of NWESD.
- C. Contract for staff each year according to the total number of students participating Districts have identified prior to March 15, as identified in Section IV.A. When the number of students enrolled in the program exceeds the level that can be reasonably accommodated by existing staff, additional staff may be hired as necessary.
- D. Contract or subcontract with any person or entity to provide services needed to operate the cooperative program.
- E. Develop consistent procedures for students entering into and exiting from the cooperative program.
- F. Coordinate interdistrict and interagency services and agreements required to implement educational plans and programs, including an Individual Education Program (IEP).
- G. Coordinate with each District for transportation, related services, and emergency services as needed. Related services for students are to be based upon IEP-designated needs. These services will be provided and paid for by each student's resident District, unless it has been agreed upon by the IEP team that it would be more appropriate to offer these services as part of the Whatcom Discovery program. Student-specific services (e.g., 1:1 instructional aides, OT, PT, SLP, and other services) that are provided by the cooperative program will be billed as an additional cost (including indirect charges) to the resident District of the student, unless otherwise agreed in writing.
- H. Coordinate program and resident District personnel in accomplishing assessments, IEPs (to include resident District participation), and a full continuum of services for students.
- I. Coordinate shuttle transportation with each District during the school day between identified learning centers.

## **VII. RIGHTS AND OBLIGATIONS OF THE DISTRICTS**

Each participating District acknowledges that by entering into this Agreement it is causing financial commitments by other parties, and therefore, agrees not to terminate prior to the expiration date without the consent of NWESD and any other party to this Agreement who would thereby suffer financially. In the event of such unilateral termination without consent, the terminating party agrees to indemnify all other parties from any financial loss that results from such termination.

Additionally:

- A. Each District acknowledges that Chapter 28A.155 RCW, Chapter 392-172A WAC, and Public Law 108-446 including all revisions subsequent and currently enforced, impose responsibilities on each resident District and that those responsibilities are not distinguished by delegation, in part or in total, under this Agreement.

- B. To this extent, it is understood and agreed between the parties hereto that the purpose and intent of this Agreement is that NWESD provide cooperative services for the specialized education program being conducted by the resident District for the students within the District who otherwise qualify for such specialized education services. The resident District shall retain the responsibility and/or agrees to:
  - 1. Assure its participating students are receiving an appropriate education;
  - 2. Comply with all provisions as requested by Chapter 28A.155 RCW, Chapter 392-172A WAC, and Public Law 108-446 (IDEA) including provisions of assessment and related services; and,
  - 3. Incorporate Chapter 392-172A WAC and Public Law 108-446 (IDEA) required policies.
- C. The District waives any locally established procurement requirements that are more restrictive than those established by statute for fees/purchases initiated pursuant to this Agreement.
- D. The District, by signing this Agreement, is acknowledging its intent to utilize, at least in part, federal funds for payment of any fees/purchases related to this Agreement, unless written notice to the contrary is provided to the NWESD Assistant Superintendent for Finance and Compliance (Carol Browder at the time of Agreement execution). Having received such acknowledgement from the District, NWESD will proactively explore and meet any federal procurement requirements.
- E. The District may permit NWESD to claim state reimbursement for shuttle transportation services in the event these services are provided by NWESD, and authorized through a predetermined written agreement prior to state claim cut-off date (October 30 at the time of Agreement execution, or any successor date).
- F. The District shall be responsible for pupil transportation to and from school.
- G. The District shall be responsible for verifying and reporting of P-223, P-223H, and Federal Child Count to the Office of the Superintendent of Public Instruction (OSPI) directly.

### **VIII. DISPUTE RESOLUTION**

Disputes arising out of this Agreement, excluding indirect and administration costs, 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 the Director of Special Programs and Services of NWESD to make a determination. If need be, it may then be referred to the Superintendent of NWESD.
- B. If the dispute is between one or more participating District(s) and NWESD, then each participating District will appoint someone to represent it, NWESD will appoint someone to represent it, and those parties will appoint someone as a neutral representative. This panel's decisions will be limited to the provisions of this Agreement, be determined by a majority vote, and be binding on the parties.

### **IX. SUSPENSION AND DISBARMENT**

The parties to the Agreement certify, and each relies thereon in execution of this Agreement, that neither their entity nor its Principals are presently debarred, suspended, proposed for debarment,

declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purposes of this certification, means 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.

#### **X. TERMS OF AGREEMENT/TERMINATION**

For any individual District, this Agreement begins and ends with the 2016-17 school year and may be modified or terminated only upon recommendation by Advisory Council as per Section V, and fully executed by NWESD and each District, specifying conditions and date of modification/termination. The Advisory Council can, by a majority of a quorum (defined in Section V), discontinue operating the cooperative program, with said discontinuance to be effective August 31 of the year of the decision; however, no termination decision can be made later than April 1 before the date of termination.

#### **XI. DISTRIBUTION OF ASSETS ON TERMINATION/DISSOLUTION**

The Cooperative may receive gifts, cash, equipment, or services from any source contingent upon acceptance by the Advisory Council and consistent with NWESD policy and procedures. All assets acquired by NWESD and placed in service for the cooperative during this Agreement shall remain the property of NWESD. Any asset acquired by a resident District and used in the program, because a program component is situated within the resident District, will remain the property of the individual District. Should the program be dissolved, the NWESD shall prepare a list of all assets, including any fund balances, and make recommendations to the superintendents of member districts for disbursement.

#### **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.

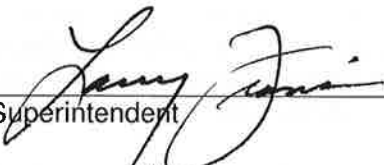
If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

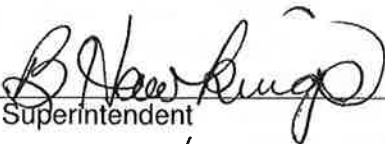
**XIII. HEADINGS/SIGNATURES/APPROVAL**

The headings of 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. If this approval is provided through a resolution, a copy of said resolution will be attached hereto.

 10/13/16  
Superintendent Date  
Northwest Educational Service District 189  
Skagit County, Washington

 10/07/2016  
Superintendent Date  
Concrete School District  
Skagit County, Washington

**APPENDIX A**

Attachment for Whatcom Discovery Program Interlocal Agreement

Slots with projected cost per slot for 2016-17 year:

<b>Districts</b>	<b>Number of Slots</b>	<b>Cost per Slot</b>	<b>Total for 2016-17</b>
Bellingham	14	\$48,780	\$682,920
Blaine	2	\$48,780	\$97,560
Ferndale	9	\$48,780	\$439,020
Lynden	3	\$48,780	\$146,340
Meridian	1	\$48,780	\$48,780
Mount Baker	3	\$48,780	\$146,340
<b>Total</b>	<b>32</b>		<b>\$1,560,960</b>

Districts not listed above will be considered "late-comers." The 2016-17 daily rate, including the 10% surcharge, is \$298.10 per student for all students enrolled in "late-comer" districts.

### DESIGNATION OF DISTRICT AGENT

Board Resolution No. 868

**BE IT RESOLVED** that the Board of Directors of Concrete School District No. 11, Skagit County, Washington, designates Barbara Hawkings as Superintendent of the Concrete School District No. 11; and as Superintendent, Barbara Hawkings is hereby authorized to sign any and all Federal, State, County, and City applications and all necessary reports including PL 81-874 and PL 84-815 reports on behalf of the Concrete School District No. 11.

DATED this 28<sup>th</sup> day of June, 20 06.

Lucille Claybo  
Board President

M. Buller  
Vice-President

[Signature]  
Board Member

[Signature]  
Board Member

[Signature]  
Board Member

ATTEST:

[Signature]

Superintendent, Secretary to the Board



**Concrete School District No. 11  
SCHOOL BOARD OF DIRECTORS MEETING  
Minutes for Thursday, October 27, 2016  
Concrete High School Commons – 6:00 PM**

**Board Members Present/Excused**

Present: Crissie Wilson (Chair), Dolores Elliott, Michael Brondi (arrived at 6:10pm), Bill Thompson, Janet Culver, Barbara Hawkings – Superintendent, and Tanner Wilson (Student Board Representative for Iris Nevin-absent).

**Administrators Present**

Jaci Gallagher, Mike Holbrook, Leilani Thomas, and Danna Rogers.

**Others Present**

Lynda Stout

**Opening of Meeting**

The regular board meeting was called to order at 6:00pm. A quorum was declared. Crissie Wilson led the flag salute.

**Approval of Minutes**

- Approval of regular school board meeting minutes for September 29, 2016.

**Elliott/Culver            4-0**

**Approval of Consent Agenda**

- Approval of vouchers, warrants, manual warrants and canceled warrants for October 2016. This includes October payroll warrants.

**Personnel:**

**Request to Hire:**

1. Beverly Lauder milk-District Nurse (Job Posting #1512).
2. Jacque Nybo-Bus Monitor-Preschool-West/S. Skagit/City (Job Posting #1516).
3. Anna Frank-Safety (Playground) Monitor (Job Posting #1517).
4. Nancy Weaver-Paraeducator-One-On-One (Job Posting #1519).
5. Tesha Tygret-Paraeducator-One-On-One (Job Posting #1520).
6. Aimee Adkinson-Sped Preschool Paraeducator (Job Posting #1521).
7. Dorothy Rohman-Car Route Driver-Skagit/Whatcom-Special Services (Job Posting #1522).

**Resignations:**

1. Dorothy Rohman- Bus Monitor-Preschool-West/S. Skagit/City.

**Leave of Absence:**

1. Anna Frank-Paraeducator

**Interlocals:**

1. Approval of the Interlocal Agreement between Concrete School District and NWESD for Whatcom Discovery Program services for the 2016-17 school year.
2. Approval of the Interlocal Agreement between Concrete School District and Skagit Valley College/Skagit Islands Head Start for services for the 2016-17 school year.

**Elliott/Culver 4-0**

**Public Comments on Agenda Items**

None

**Fiscal & Enrollment Reports** – Danna Rogers, Business Manager, summarized the current enrollment and budget status for the Board.

**Student Report** - Presented by Tanner Wilson, Acting Student Board Representative for Iris Nevin (absent).

**High School**

Football is 5-2 and they have two games left. Tomorrow night they have a game against La Conner. Their senior night will be held on November 3<sup>rd</sup>.

Soccer is 2-9. Their last game is October 27<sup>th</sup>.

Volleyball is 5-9. They are in district playoffs. They are 5<sup>th</sup> seat and their first district match will be on Wednesday, November 2<sup>nd</sup> at Mount Vernon Christian.

The ASB brought in just over \$700 in raffle sales during homecoming. The goal was approximately \$1,200.

Homecoming royalty included:

Freshmen: Princess, Aunya Carpenter and Prince, Levi Lowry  
 Sophomores: Princess, Josie Acevedo-Lara and Prince, David O'Neil  
 Juniors: Princess, Carlee Brigham and Prince, Tyler Hansen  
 Seniors: Princess, Tate Mathis and Prince, Blaine Storms  
 Queen, Iris Nevin and King, Tyler Labrousse

7<sup>th</sup> through 12<sup>th</sup> grade students competed in homecoming activities this year. The 8<sup>th</sup> grade won between the 7<sup>th</sup> and 8<sup>th</sup> grade competitions. The class of 2019 sophomores won the 9<sup>th</sup>-12<sup>th</sup> competitions.

**Middle School**

7<sup>th</sup> & 8<sup>th</sup> Grade Volleyball: Each team team won 4 games during the regular season.

## Superintendent's Report – Barbara Hawkings

### • **Safe Schools Tip Line**

Superintendent, Barbara Hawkings, stated that we are using a new Safe Schools Alert system. She gave the school board a letter which was sent to all parents/guardians with all the reporting information (see attached). She said parents or students can access this site to report tips on bullying, harassment, drugs, vandalism or any safety issue. Tips may also be submitted anonymously. Risk Management made this system available to us at no cost.

### • **WARNS Truancy System (Washington Assessment of Risks and Needs Survey)**

Superintendent Barbara Hawkings stated that there is a new system for truancy. It is called WARNS (Washington Assessment of Risks and Needs Survey).

Barbara stated that after a student has so many absences the school must contact the parent and do an assessment survey before the student/parent goes to court for truancy. The survey results must be reported in the WARNS system before the student is Becca'd. If the parent refuses to participate in the survey, the court is notified of the refusal.

Our district will also put together a community truancy board this year. ESD will work with us on establishing this board.

## Old Business

- A. Request approval of the final reading of policy #4218-Language Access Plan – Barbara Hawkings. *Administrative Recommendation Action/Motion/Move to approve the final reading of policy #4218-Language Access Plan.*  
**Culver/Thompson 5-0**

## New Business

- A. Request approval of an in-lieu of transportation contract for Kari Pulice (physical & occupational therapy services) for the 2016-17 school year– Leilani Thomas. *Administrative Recommendation Action/Motion/Move to approve an in-lieu of transportation contract for Kari Pulice (physical & occupational therapy services) for the 2016-17 school year.*  
**Culver/Elliott 5-0**
- B. Request approval of the first reading of revised policy #2020-Course Design, Selection and Adoption of Instructional Materials – Barbara Hawkings. *Administrative Recommendation Action/Motion/Move to approve the first reading of revised policy #2020-Course Design, Selection and Adoption of Instructional Materials.*  
**Thompson/Culver 5-0**
- C. Request approval to delete the following policies and procedures: #5211-Transfers; #5215-Assignment and Transfer of Certificated Administrative Staff; #5230 & #5230PR-Job Descriptions/Responsibilities; #5240PR-Evaluation of Staff; #5280PR-Termination of Employment; #5281PR-Disciplinary Action and Discharge – Barbara Hawkings. *Administrative Recommendation Action/Motion/Move to approve the deletion of the following policies and procedures: #5211-Transfers; #5215-Assignment and Transfer of Certificated Administrative Staff; #5230 & #5230PR-Job Descriptions/Responsibilities; #5240PR-Evaluation of Staff; #5280PR-Termination of Employment; #5281PR-Disciplinary Action and Discharge.*  
**Culver/Elliott 5-0**

- D. Request approval to increase the certified substitute teacher rate to \$130 per day for the first 30 days and to \$140 per day after the 31<sup>st</sup> day – Barbara Hawkings. *Administrative Recommendation Action/Motion/Move to approve increasing the certified substitute teacher rate to \$130 per day for the first 30 days and to \$140 per day after the 31<sup>st</sup> day.*  
**Brondi/Thompson 5-0**
- E. Request approval to sustain the improvements funded by the Healthy Kids-Healthy Schools grant before the end of June 2017 – Barbara Hawkings. *Administrative Recommendation Action/Motion/Move to sustain the improvements funded by the Healthy Kids-Healthy Schools grant before the end of June 2017.*  
**Elliott/Culver 5-0**
- F. Request approval of Resolution to Invest #1195 – Danna Rogers. *Administrative Recommendation Action/Motion/Move to approve Resolution to Invest #1195.*  
**Elliott/Thompson 5-0**
- G. Request approval of Resolution to Invest #1196 – Danna Rogers. *Administrative Recommendation Action/Motion/Move to approve Resolution to Invest #1196.*  
**Elliott/Thompson 5-0**
- H. Request approval of the superintendent search consultant services. *Administrative Recommendation Action/Motion/Move to approve the superintendent search consultant services. (\*see consultant services proposal as presented at board workshop. Motion was made and seconded to use Northwest Leadership Associates as our consultant services).*  
**Thompson/Elliott 5-0**

**Public Comments on Non-Agenda Items – The public is able to address the School Board. We ask that comments be limited to three minutes.**

**Public Comments on Non-Agenda Items – None**

**Time, Place, Date of Next Meeting – Please note board workshop time change and board meeting date change for November:** The next work session will be held on Monday, November 21, 2016 at **5:00pm** in the high school commons. The next regular board meeting will be held at **6:00pm** on **Monday, November 21, 2016** in the high school commons.

**Executive Session**

- None

Adjournment was moved by Thompson to adjourn at 6:38pm. Elliott seconded the motion.

  
 Board Director

  
 Board Director

  
 Board Secretary

  
 Board Director

  
 Board Director

  
 Board Chair



45389 Airport Way, Room 103 • Concrete, WA 98237  
Telephone: (360) 853-4000 • FAX: (360) 853-4004

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10-31-2016

Dear Parents and Guardians,

Safety is one of our district's top priorities and to help safeguard our school community, we've taken an important step that I want to share with you.

Our district is now using *SafeSchools Alert*, a tip reporting service that allows students, staff, and parents to submit safety concerns to our administration four different ways:

1. **Phone:** 360-419-6971
2. **Text:** Text your tip to 360-419-6971
3. **Email:** 1502@alert1.us
4. **Web:** <http://1502.alert1.us>

You and your child can easily report tips on bullying, harassment, drugs, vandalism or any safety issue you're concerned about through *SafeSchools Alert*.

Every tip *SafeSchools Alert* receives about our district is immediately logged in the system and our administration is notified so that they can investigate and take appropriate action. And, tips may also be submitted anonymously if you prefer.

Together, using *SafeSchools Alert*, we can make our district a safer place to work and learn! Thanks in advance for your support.

Best regards,

Barbara Hawkings, Superintendent  
Concrete School District #11



