

NORTHWEST REGIONAL LEARNING CENTER 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 Northwest Regional Learning Center. 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 \$35,460 per FTE for the 2016-17 program year, or \$197 per day, based on a total of 23 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 (21st) 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 Northwest Regional Learning Center. 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.

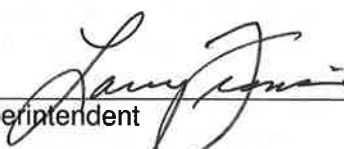
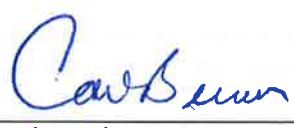
XIII. HEADINGS/SIGNATURES/APPROVAL

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.

<u></u>	<u>11/22/16</u>	<u></u>	<u>10-24-16</u>
Superintendent	Date	Superintendent	Date
Northwest Educational Service District 189		<u>Mount Vernon</u>	School District
Skagit County, Washington		<u>Skagit</u>	County, Washington

APPENDIX A

Attachment for Northwest Regional Learning Center Interlocal Agreement

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

District	Number of Slots	Cost Per Slot	Total for 2016-17
Arlington	1	\$35,460	\$35,460
Edmonds	2	\$35,460	\$70,920
Everett	6	\$35,460	\$212,760
Granite Falls	1	\$35,460	\$35,460
Lake Stevens	4	\$35,460	\$141,840
Lakewood	1	\$35,460	\$35,460
Marysville	4	\$35,460	\$141,840
Sedro-Woolley	1	\$35,460	\$35,460
Snohomish	2	\$35,460	\$70,920
Stanwood-Camano	1	\$35,460	\$35,460
Total	23		\$815,580

Districts not listed above will be considered "late-comers." The 2016-17 daily rate, including the 10% surcharge, is \$216.70 per student for all students enrolled in "late-comer" districts.

MOUNT VERNON SCHOOL DISTRICT NO. 320
REGULAR SCHOOL BOARD MEETING AGENDA
Wednesday, October 19, 2016, 6:00 p.m.

Call to Order: Director Coffey called to order a regular meeting of the Mount Vernon School District Board of Directors at 6:05 p.m. on Wednesday, October 19, 2016 at Northwest Career & Technical Academy, 2205 W. Campus Place, Mount Vernon, Washington.

Flag Salute: Director Coffey led the board and gallery in the flag salute.

Roll Call of Members: Director Coffey called for members present including Directors Coffey, Cook, DeLeon, Otos, and Burkhart. A quorum was present. Also present were Superintendent Bruner, Student Representative Hanson, and recording secretary Ledin. Among those in the gallery were staff members D. Berard, K. Wollan, R. Okamoto, B. Nutting, R. Merrell, J. Larson, D. Wargo, S. Gilbert, D. Walker, L. Brower; community members T. Theisen, D. Nord.

Set Regular and Consent Agenda: Director Coffey called to set the agendas.

Upon motion by Director Cook, second by Director Otos and unanimous approval, the board set the regular and consent agendas as prepared.

Review and Approval of Consent Agenda: Director Coffey called to approve the consent agendas.

Upon motion by Director Otos, second by Director DeLeon and unanimous approval, the board approved items included in the consent agenda as shown below:

Travel Requests

- Students (32); Mount Vernon High School DECA class; Western Regional Leadership Conference; Seattle, WA; 11/17/16 – 11/20/16
- Students (14); Mount Vernon High School Careers in Education class; Northwest Teaching for Social Justice Conference; Portland, OR; 10/28/16 – 10/29/16
- Students (6); Mount Vernon High School Migrant Leaders Club; Oaxacan Youth Encuentro 2016; Springville, CA; 11/10/16 – 11/14/16
- Staff (1); D. Berard; National Title IA Conference; Long Beach, CA; 02/21/17 – 02/25/17

Agreements

- Northwest Regional Learning Center, Interlocal Cooperative Agreement; child specific continuum services; 2016-17 academic year
- Concrete School District, Interlocal Agreement; child specific special education services; 2016-17 academic year
- Conway School District; Interlocal Agreement; bus maintenance and repair; continuing
- Skagit County Public Health; Interlocal Cooperative Agreement; special education parent group support

Personnel Report

- Certificated employment, reassignment, retirement/resignation/ termination
- Classified employment, reassignment/transfer/adjust, leave, retirement/resignation/termination, transportation department adjustments
- Extra/co-curricular stipends and supplemental contracts
-

Public Comments: Director Coffey called for public comment; no one spoke.

MOUNT VERNON SCHOOL DISTRICT NO. 320
REGULAR SCHOOL BOARD MEETING MINUTES: October 19, 2016

Board Member Comments: Director Coffey called for board member comments; Director Otos thanked the superintendent for his efforts regarding the request for an after school club by the Satanic Temple of Seattle. Director Burkhart thanked the tech academy for hosting.

Superintendent's Report: Director Coffey called for items included in the Superintendent's report.

Northwest Career & Technical Academy Host School: Superintendent Bruner introduced Northwest Career & Technical Academy staff members Lynette Brower, Executive Director, and Doug Walker, Director. Director Brower commented the academy is looking at a growth mindset, noting that for success, the academy needed to expand programming, students, and districts served. They determined that professional development is needed for their industry-trained instructors to transition to teaching their professions. Classroom instruction has been improved with a better balance between book and community learning. They have adopted a saying of the *Power of And*, where they don't acknowledge an *or* option, but only an *and* option. They support multiple pathways to college and after school success. Student J. Edwards addressed the board sharing that he attended the medical technology class at the academy in 2013-14. He said he is just short a few credits of finishing his medical prerequisites and it has pushed him in the direction he needed. His goal is to become an echo-cardiology Technician. Student A. Hanson said she is taking the second year of the video gaming program. She is looking forward to her upcoming meeting with an admissions officer to discuss coding. Director Walker shared that math is taught in context so students have an understanding of what is needed to learn it for success.

Maintenance Staff Recognition: Superintendent Bruner said he was pleased to introduce maintenance staff member Doug Wargo, on behalf of a team of five maintenance department staff including Mike Arrington, Steve Erickson, Gilbert Pineda, and Kirk Johnston, for recognition. Mr. Wargo, an employee of the district for 34 years, led the staff team in the installation and updating of new fire panels and detection devices at two sites, saving the district in contracted labor costs. He noted that Mr. Wargo is creative and innovative, allowing him to do great things with very little. He said that he has kept the district facilities running well for many years.

Bond Update: Suzanne Gilbert, Capital Projects Manager and architect, and Tom Theisen, Theisen Architects, presented information on the construction projects. She noted the Department of Enterprise Services has been working with them on the cross-laminated timber project slated to add modular classrooms to Jefferson Elementary school. They are anticipating installation in January, when the building will arrive as a modular and be assembled onsite. They stated they are nearing completion of the schematic design phase for the school on East Division. The interviews for the general contractor have been completed. While a company has been identified, the group will not be identified until the contract is finalized. The architect estimate has already been received and will be combined with the contractors estimate. Mr. Theisen reported he attended a meeting with the city regarding the master plan submission. It is very close to completion with only a few pages within the 456-page document needing modification. That document will provide guidance for off-site road improvements. The same process will need to be repeated with the Madison Elementary project. He doesn't believe it will need to be completed for the construction at the high school or LaVenture.

MOUNT VERNON SCHOOL DISTRICT NO. 320
REGULAR SCHOOL BOARD MEETING MINUTES: October 19, 2016

Old Business: Director Coffey stated there was no old business.

New Business: Director Coffey called for items included in new business.

Request for Impact Fee Waiver; Dick Nord, 300 Skagit Highland Parkway: Superintendent Bruner stated that Mr. Nord is proposing construction of a 22-unit senior housing apartment complex off Skagit Highlands Parkway. There will be no children allowed and he is requesting waiver of the impact fees. The project will meet all Federal and local requirements for senior housing. He is prepared to record with the county the needed documents to ensure it remains a senior only unit. Director Burkhart inquired if there was an income level; Mr. Nord responded there was not. He said he has been working with the city for nearly a year to get a permit and that the costs have skyrocketed. He added that it costs the same to building in Mount Vernon as it does Seattle, but the rents in King County are much higher than Skagit County. Superintendent Bruner confirmed that Mr. Nord would share in the cost, including attorney fees, of preparing the correct documentation. He agreed.

Changes to Facility Use Procedure and Fee Schedule: Superintendent Bruner said that a small group of staff including Ken Bergsma, Chris Oliver, and Jennifer Larson met to review the facility use fee schedule. They felt the fees had not been changed for a very long time and it needed to be updated. They wanted to ensure the district was not subsidizing facility rentals. The fee schedule reflects changes in several categories. An example is classroom use moved from \$5/hour to \$10/hour. This is an example only and there were other changes as well. Director Otos wanted to ensure users have time to make these changes in their budgets. Ms. Larson assured him it was communicated to them by in June.

Minimum Basic Ed Compliance 2016-17; I-Grant Form 600. Superintendent Bruner introduced Human Resources Director, Kris Wollan, to share the minimum basic education compliance report. She noted the process is very confusing with changes by the legislature within the last few years. The report covers instructional hour requirements and is delineated by grade span, which can be averaged district-wide. While we exceed the average for our nine core schools, when Emerson and the Skagit Family Learning Center are added, it changes the hours significantly. The district is in compliance and does exceed the minimum basic hours required for instruction.

As motioned by Director Burkhart, seconded by Director Otos and unanimously approved, the board approved the 2016-17 Minimum Basic Education Compliance report as submitted on I-Grant form 600.

Equity Assurance Report 2016-17: Superintendent Bruner introduced Dan Berard to present the Equity Assurance Report. Mr. Berard noted that D. Anderson is the Title IX compliance coordinator and J. Champagne is the Section 504 coordinator. The nondiscrimination statement was updated in 2016. The sexual harassment notice is posted in all the schools. The language access services plan was adopted in September. The district is careful to apply equity in student discipline and in analyzing disaggregated data. The district also analyzes the data to ensure athletic programs are made available to students regardless of gender, which prompted addition of a girls' bowling team.

Changes to 2020 curriculum development and adoption of instructional materials. Superintendent Bruner noted the Bainbridge Island School District included a section in their board policy relating to adoption of instructional materials that identifies core materials in relation to use in alternative learning programs. While this is not essential, it clarifies that programs such as the Skagit Family Learning Center may use different materials for their educational programming.

MOUNT VERNON SCHOOL DISTRICT NO. 320
REGULAR SCHOOL BOARD MEETING MINUTES: October 19, 2016

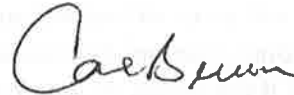
Public Comments: Director Coffey invited public comments; no one spoke.

Student Comments: Director Coffey invited student comments; Student Hanson said she is excited there is a girls' bowling team.

Adjournment: Director Coffey noted there was no further business to bring before the board and the meeting adjourned at 7:18 p.m.



Rob Coffey, Director
Board President



Carl Bruner, Superintendent
Secretary to the Board