

SKAGIT 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 Skagit 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 \$46,080 per FTE for the 2016-17 program year, or \$256 per day, based on a total of 20 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 Skagit 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.
- J. Coordinate quarterly advisory meetings with cooperative District representatives.

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.

SW

[Signature] 4/29/16
Superintendent Date

Northwest Educational Service District 189

Skagit County, Washington

[Signature] 3-31-16
Superintendent Date

[Signature] School District

[Signature] County, Washington

APPENDIX A

Attachment for Skagit Discovery Program Interlocal Agreement

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

Districts	Number of Slots	Cost per Slot	Total for 2016-17
Anacortes	5	\$46,080	\$230,400
Burlington-Edison	3	\$46,080	\$138,240
Concrete	3	\$46,080	\$138,240
LaConner	1	\$46,080	\$46,080
Mount Vernon	3	\$46,080	\$138,240
Sedro-Woolley	5	\$46,080	\$230,400
Total	20		\$921,600

Districts not listed above will be considered "late-comers." The 2016-17 daily rate, including the 10% surcharge, is \$281.60 per student for all students enrolled in "late-comer" districts.

**MOUNT VERNON SCHOOL DISTRICT NO. 320
REGULAR SCHOOL BOARD MEETING MINUTES
Wednesday, March 30, 2016, 6:00 p.m.**

Call to Order: Director Coffey called to order a regular meeting of the Mount Vernon School Board on March 30, 2016 at 6:00 p.m. at Mount Vernon High School, 314 N. 9th Street, Mount Vernon, Washington. Call to Order

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

Roll Call of Members: Director Coffey called for members present including Directors Coffey, Otos, Larrick, DeLeon, and Burkhart. Also present was Superintendent Bruner, Student Representative Kirkpatrick, and notes by C. Ledin. Some staff and public present included D. Berard, R. Merrell, A. Jones, S. Servoss, J. Swanson, D. Bonner, C. Dalvit, C. Weed, A. Thogersen, B. Barber, J. Sanders, L. Johnson, C. Carlton, J. Robertson Landi, C. Ousselin and J. Harvey. Roll Call

Set Regular and Consent Agenda: Director Coffey called to set the agendas. Set agendas
Superintendent Bruner requested a modification in the updated travel request for the AVID team, noting the numbers have changed slightly. He requested addition of an executive session at the end of the meeting to review the performance of a public employee.

As motioned by Director Otos, seconded by Director Larrick and unanimously approved, the regular and consent agendas were set as modified. Motion

Review and Approval of Consent Agenda: Director Coffey called to review and approve items in the consent agenda. Approve Agendas

As motioned by Director Burkhart, seconded by Director Otos and unanimously approved, the board approved items in the consent agenda including the following: Motion

Student & Staff Travel

- Students (12); Mount Vernon High School; Future Farmers of America; State Convention; Washington State University; Pullman, WA; 05/11/16 – 05/15/16
- Staff (24); AVID Site Team members; AVID Summer Institute 2016; San Diego, CA; 07/31/16 – 08/03/16
- Staff (1); J. Swanson; NACEP National Meeting; Louisville, KY; 10/14/16 – 10/19/16
- Staff (1); C. Bruner; Superintendent’s Roundtable; Summer Conference; San Francisco, CA; 07/13/16 – 07/17/16
- Staff (4); Bridges Getting Started Facilitator Workshop; Denver, CO (05/02/16 – 05/05/16) or Menomonee Falls, WI (05/16/16 – 05/19/16)

Agreements

- Northwest ESD 189 Interlocal Agreement; Skagit Discovery Cooperative; 09/01/16 through 08/31/17
- Axthelm Construction Contract; Enclosure of Service Bay; 03/16/16

Personnel Report

- Certificated employment, reassignment, retirement/resignation/ termination
- Classified employment, reassignment/transfer/adjust, leave, retirement/resignation/termination, transportation department adjustments

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- Extra/co-curricular stipends and supplemental contracts
- Unfilled certificated and classified positions

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

Public

Board Member Comments: Director Coffey invited Board Member comment; Director Otos shared that he attended a WSSDA training regarding board development/teamwork and he found the information useful.

Board

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

Superintendent Report

Featured School: Mount Vernon High School: Superintendent Bruner introduced Principal Rod Merrell. Principal Merrell reviewed the leadership team process in use at the high school, sharing that the team leaders meet monthly to discuss matters. That has ensured staff have input with professional development days, determine the day's focus, participation, and resources. Principal Merrell reported on the results of the recent student shadow project, when staff spent a full day with a student. He noted it was an interesting process and they discovered several things such as the difficulty in staying still and focused through the long classes. This will prompt development of some creative ways to keep students engaged in the learning process. Math instructor, Lana Johnson, shared that she had used small whiteboards in the past, but struggled with the detail. Based on an educator video, she tried the 360-whiteboard process and likes the outcome. All walls in her classroom have whiteboards and the students are able to practice math challenges. Math instructor, Arlene Thogersen, said she recently began using the style and it allows her to identify which students understand a problem and which may be struggling. Jeff Sanders, World Language instructor, said the language department wanted adaptable relevant curriculum that would align with national standards, include local flavor and relevancy, and utilize social media. The department wanted to deemphasize textbooks that focus on specific words and little language usage. The student interests now guide and inspire learning, helping them become globally aware citizens and gain professional skills, reducing textbook limitations. Principal Merrell thanked the board for their interest in the high school programs, curriculum, and learning culture.

Featured:
Mount
Vernon
High School

National Board Teachers: Superintendent Bruner commented the National Board process is designed to provide a format for teachers to demonstrate their high level of professional skill. Teachers say repeatedly that it is powerful professional development because it includes practice and reflection. He noted it is a rigorous process and not uncommon to need more than one attempt to pass. Earning their national credentials this year are Robert Crosby, social studies teacher at Mount Baker Middle School, Marcia Garcia, Physical Education and Health teacher at Mount Baker Middle School, and Shawn Servoss, Special Education teacher at Washington Elementary School. Superintendent Bruner thanked them for their hard work to acquire this advanced credential. Shawn Servoss thanked the district and school board for their support, making it an achievable process. Superintendent Bruner proudly reports the district has 64 teachers and administrators who are Nationally Board Certified, which is more than any other area district, with the exception of Bellingham School District.

National
Board
Certified
teacher
recognition

Parent Academy: Superintendent Bruner introduced Anne Jones, ELL Coordinator, who oversaw the parent academy. Mrs. Jones shared they wanted their work to enhance and coincide with board goals. Bethany Bender, former Vista volunteer, worked on the program, and since has completed her Vista services. The new Vista volunteer is Courtney Roberts. The

Parent
Academy
report

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academy had a Slavic and Spanish class taught by parents, in addition to the classes taught in English. Childcare was provided. Parents said they found it useful, and that it provided them a leadership opportunity. There will be a fall session to include Slavic and Spanish classes. Results from the parent survey will be integrated to strengthen the program. One of the parents will be joining Mrs. Jones to present the information at the WABE Conference.

Old Business: Director Coffey called for items included in old business.

Old

Request for School Impact Fee Waiver: Landed Gentry/Woodside Adult Community; second appearance: Superintendent Bruner noted this request is from Landed Gentry for the Woodside Adult Community. He noted when the district provides information to the City for the growth management plan; they ask if we are committed to providing waivers for age-restricted communities. Based on that, it has been our practice to be consistent with impact fee waivers for age-restricted developments.

Impact Fee
Waiver
Request

Director Larrick said he doesn't feel 55 is old enough to qualify for an age waiver as most 55 years olds are still working. He doesn't agree with giving a break as it prevents additional funds from coming to the district. Director Otos said he wants to make sure that the homeownership is followed. Director Coffey suggested there could be way where the district could monitor ownership to ensure the homes remain age restricted, perhaps by matching against the student residential database. Superintendent Bruner commented the Montreaux development is a good example of how the system works. The homes in the community that were sold to owners under 55 or with children did pay the appropriate impact fees. Director Coffey commented the title of the policy is Impact Fee, and feels it relates to the impact on the agency, in our case education. The word impact is used because if there is no impact on the institution, there should be no fee. Those homes don't have students in the district; they pay other taxes, and contribute to the community in other ways.

Motion

Upon motion by Director Burkhart, second by Director Otos, the board approved the request to waiver impact fees for the Landed Gentry Woodside Adult Community. Board members Coffey, Burkhart, Otos, and DeLeon voted for and Board Member Larrick voted against.

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

New

Student/Staff Calendar for 2016-17: Superintendent Bruner said the 2016-17 Student and Staff Calendar is presented for board approval. While the conference dates are not yet included, all other dates are complete regarding the student school year schedule.

Student
staff
calendar

Upon motion by Director Otos, second by Director Burkhart, and unanimously approved, the board adopted the 2016-2017 Student Staff calendar as presented.

Motion

Resolution No. 07/15-16: Certifying signature for construction projects: Superintendent Bruner noted this identifies three staff members to authorize payment of invoices or approval of other agreements related to the construction process that require immediate authorization, outside of the routine board meeting schedule.

Resolution
07/15-16

Motion

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As motioned by Director Otos, second by Director Larrick and unanimously approved, the board passed Resolution No. 07/15-16 authorizing Superintendent Carl Bruner, Assistant Superintendent Dave Anderson, and Facility Supervisor Ken Bergsma to sign invoices or other time-sensitive materials related to the construction process.

Resolution No. 08/15-16: Unlimited Tax General Obligation and Refunding Bonds:

Resolution
08/15-16

Superintendent Bruner introduced Cynthia Weed, bond attorney and partner at K & L Gates. Ms. Weed explained the bond process, noting this resolution is multi-purpose. She stated there are outstanding bonds from 2005 that have interest rates of 5 and 5.25%. If those bonds are refunded, the district can provide taxpayers with significant savings through a lower interest rate on the remaining balance through debt reduction. The current interest rate is approximately 1.5 to 2% interest. The second part of the resolution is a global authorization for the new bonds. The first series will be combined with the refunding bonds and offered for approximately \$29M on May 25th. There will be two more series following. This provides delegation authority to the Finance Director and Superintendent so they can select market dates for the competitive process sales. Eligible underwriters receive a notice of sale and submit bids. The funds from the May 25 sale become available on June 15. There is a current shortage in bond supply so the need is there and should provide a good price.

Upon motion by Director Otos, second by Director Larrick and unanimously approved, the board adopts Resolution No. 08/15-16 Unlimited Tax General Obligation and Refunding Bonds.

Motion

Gifts to the District: Superintendent Bruner stated there is one gift offered to the district and he recommends approval.

Gifts

Upon motion by Director Burkhardt, second by Director Otos and unanimously approved, the board accepts the gift for \$359.41 from the Little Mountain Parent Group to benefit the Positive Behavior Intervention System program.

Motion

School Board Student Representative Comments: Director Coffey invited student comment; Student P. Kirkpatrick shared that she enjoyed hearing about the world language report and she found the national board certification information very interesting.

Student

Public Comments: Director Coffey invited public comment; D. Bonner, staff member and Mount Vernon resident, said she finds the meetings very informative and is surprised more people don't attend.

Public

Executive Session: Director Coffey noted the need for an executive session for approximately 10 minutes to review the performance of a public employee per RCW 42.30.110(1)(9g). There will be no action following. The meeting adjourned to executive session at 8:00 p.m.

Executive
Session

Resume Regular Meeting: Director Coffey called to resume the regular meeting at 8:10 p.m.

Resume

Adjourn: Director Coffey noted there was no further business to bring before the board and the meeting adjourned at 8:10 p.m. Following the meeting, there was a closed session to discuss bargaining.

Adjourn

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Rob Coffey, Director
Board President



Carl Bruner, Superintendent
Secretary to the Board