

# **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, Chapter 39.34 RCW, 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 Program (hereinafter referred to as "Program". 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 2017-18 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 10, 2017, and every March 10 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 \$53,820 per FTE for the 2017-18 program year, or \$299 per day, based on a total of 26 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. Should the student not return to the Program, the District retains responsibility for payment as per Section IV.B.
- 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**

The NWESD Board of Directors and Superintendent agree to provide educational services pursuant to requirements of the Office of the Superintendent of Public Instruction (OSPI). All staff for the Cooperative shall be employed by NWESD and subject to the policies and rules and regulations of NWESD, including regulations pertaining to RCW 28A.400.303, RCW 28A.400.322 and RCW 28A.400.330, and teacher certification as required by the State of Washington. 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. The NWESD reserves the right to delay or, if necessary, deny placement of any student where staffing capacity at the time of referral is estimated to be insufficient to adequately operate the Program upon student enrollment.
- 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 program. Student-specific services (e.g., 1:1 instructional aides, OT, PT, SLP, and other services) that are provided by the 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. 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.
- 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.
- H. In accordance with RCW 28A.400.330, employees, agents, and contractors of the NWESD and District are prohibited from working at a public school if they have or may have contact with children at a public school during the course of their employment and have pleaded guilty to or been convicted of the crimes identified in RCW 28A.400.322. Any failure to comply with this section shall be grounds for the District immediately terminating the contract.

### **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 DEBARMENT**

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 2017-18 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. INDEMNITY

NWESD shall defend, indemnify and hold harmless the District in full for any and all claims against the District or its employees, officials, or contractors which arise from the acts or omissions of NWESD and its employees, officials, and contractors in the provision of the services under this Agreement. The District shall defend, indemnify, and hold harmless NWESD in full for any and all claims against NWESD or its employees, officials, or contractors which arise from the acts or omission of the District.

### XIV. 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.

Larry Franco 5/24/17  
Larry Franco, Superintendent Date

Northwest Educational Service District 189  
Skagit County, Washington

Jim Fry 4.13.17  
Superintendent Date

Lynden School District  
Whatcom County, Washington

S. Dahl 5/23/17  
S. Dahl, NWESD SP&S Assistant Director Date

S. Cutshall 5/23/17  
S. Cutshall, NWESD SP&S Director Date

**APPENDIX A**

Attachment for Whatcom Discovery Program Interlocal Agreement

Slots with projected cost per slot for 2017-18 year:

<b>Districts</b>	<b>Number of Slots</b>	<b>Cost per Slot</b>	<b>Total for 2017-18</b>
Bellingham	10	\$53,820	\$538,200
Blaine	1	\$53,820	\$53,820
Ferndale	7	\$53,820	\$376,740
Lynden	3	\$53,820	\$161,460
Meridian	1	\$53,820	\$53,820
Mount Baker	4	\$53,820	\$215,280
<b>Total</b>	<b>26</b>		<b>\$1,399,320</b>

Districts not listed above will be considered "late-comers." The 2017-18 daily rate, including the 10% surcharge, is \$328.90 per student for all students enrolled in "late-comer" districts.



# Lynden School District #504

Ensure that all students graduate college, career, and citizenship ready

April 13, 2017

School Board Meeting

Minutes

Lynden High School Library

6:30 P.M.

## 1. Call to Order, Welcome, Pledge of Allegiance and Roll Call

Meeting called to order at 6:38 P.M. Board members in attendance were Steve Jilk, Kevin Burke, and Dominic Shiu. Brian Johnson was absent and excused. Student Directors Devin Gartner and Katelyn Fullner were present. Superintendent Frey was absent. Special Education Director, Tim Metz sat in as Board Secretary.

Tim Metz welcomed Mackenzie Vis, a current Whatcom Community College student, who was observing to meet requirements for her Introduction to Education class.

## 2. Good News

- Fisher Elementary held their annual Fisher Reading Night with special guest, Jake Locker. The event encourages students, families and staff to get more books into their homes. Favorite books were read over the intercom each day during March and a favorite book character parade was held on March 27th to celebrate the role that reading has in the culture of Fisher Elementary.
- The WholeKids Foundation awarded Fisher Elementary a \$2,000 grant to be used for an on-site garden! Students will be actively involved in growing, harvesting and eating fresh food.
- Fisher Elementary invited TapRoot Theatre to present "Alexander the Dragon" - a play about treating others with kindness and respect.
- A big congratulations to LHS chess players for their accomplishments in the 47th Theresa Tromp Chess Tournament. 1st place - Max Bernard, 2nd place ties - Dominic Valich, Tanner Martin, Johnathan Garfia, and Emma Doede from L.C.. 3rd place ties - Adam Payne, Andrew Slagle and Keaton Tokar. 4th place - Dylan McPhail.
- Lynden High School donated 909 lbs. of food to the Lynden Food bank. The winning class was Mr. Regis with 748 items.
- Lynden High School Band earned their 26th consecutive Superior rating at the San Juan Music Educators Association, Sr. Large Group Band Competition
- Lynden High School Girls Basketball Coach, Rob Adams was named Washington State Girls Basketball Coaches Association Coach of the Year for all classifications. He will be nominated for the National Federation of High School's Girls' Basketball Coach of the Year.

## 3. Approval of Meeting Minutes

- March 23, 2017

Kevin Burke *motioned to approve the meeting minutes seconded by Dominic Shiu. Motion carried by voice vote.*

## 4. Consent Agenda

- 2016-17 General Fund \$200,679.65 Warrants 43935 – 44062 dated March 31, 2017
- 2016-17 Capital Projects \$240,880.83 Warrants 44063 – 44070 dated March 31, 2017
- 2016-17 ASB Fund \$32,579.29 Warrants 44071 – 44100 dated March 31, 2017
- 2016-17 GF ACH \$5,242.61 Warrants 161700211 - 161700247 dated March 31, 2017
- 2016-17 ASB ACH \$957.27 Warrants 161700275 – 161700279 dated March 31, 2017
- Payroll Direct Deposits \$1,571,087.83 dated March 31, 2017
- Personnel Action Items – March 9, 2017
- Donations – March 9, 2017

Kevin Burke *motioned to approve the consent agenda seconded by Dominic Shiu. Motion carried by voice vote.*



## 5. Information from the Audience

- *Cathy McRorie, a grandmother of a Lynden Middle School student expressed her concerns for a better and safer environment for students. Cathy recommended gathering a committee of community members to study problems related to bullying.*
- *Carey Cleverly, a mother of a Lynden Middle School student recognized that the issues of bullying will not be resolved quickly, and suggested a committee of community members to form practices and policies. Carey posed a list of questions she and others are inquiring about. Board members addressed some of the questions and requested a copy of the remaining questions for follow up.*
- *Mackenzie Vis thanked Mr. Metz for his interventions around bullying during her school years. Mackenzie spoke about how to better ourselves as a community.*

## 6. Reports

- **Superintendent**

- **Student Director Presentation – Head Concussion**

- Student Directors Katelyn Fullner and Devin Gartner presented information about concussion management, testing, and our current protocol. They provided information gathered from Lynden High School, University of Washington, and ImPACT test results from Pittsburgh University. Student Directors researched the ImPACT testing vs. SCAT testing. Katelyn and Devin spoke of a possible roll-out to test the ImPACT program in the district and where the focus is currently on improving testing and implementing follow-up with students affected with concussions.*

- **Student Services**

- Tim Metz provided information on current student services available in our schools and spoke about how to maintain consistency and communication. Tim talked about different systems of tiered supports in behavioral, social/emotional and also academic support and interventions. Tim shared some educational tools in our curriculum that is used to support students and teachers.*

- **Teaching and Learning**

- None at this meeting.*

- **Finance and Operations**

- **Budget Update**

- Patti Fairbanks updated the Board on the 2017-2018 budget. The budget has been submitted for review with further work to be done prior to finalizing. Funding information from the state will continue to be monitored and incorporated in the budget in order to finalize the 2017-2018 budget.*

- **Grant Overview**

- Patti gave an overview of current grants and how each grant is used to provide services to students.*

## 7. Board Workshop

- **School Year Calendar 2017-2018**

- Tim Metz and the Board reviewed the 2017-2018 school year calendar with the recently added waiver days, professional development days, and weather make-up days.*

## 8. Action Items

- **Interlocal Agreements**

- The board reviewed the agreements for Whatcom County Detention Center and Whatcom County Discovery Program.*

*Kevin Burke motioned to approve the Interlocal Agreements seconded by Dominic Shiu. Motion carried by voice vote.*

**Easement – Stormwater Infiltration**

*The Board discussed the easement agreement that will allow the City of Lynden access to the Line Rd. to make road improvements.*

*Kevin Burke motioned to approve the Easement Agreement seconded by Dominic Shiu. Motion carried by voice vote.*

**Resolution No. 03-17 – 180 Day Waiver**

*The board reviewed Resolution No. 03-17 which will support the application to request a waiver for the 180 school day requirement.*

*Kevin Burke motioned to approve Resolution No. 03-17 seconded by Dominic Shiu. Motion carried by voice vote.*

**9. Policy**

*Tim Metz and the Board went over the first reading of the following policies:*

*2145 – Suicide Prevention*

*2145P – Suicide Prevention*

*2162 – Education of Students with Disabilities Under Section 504*

*3115 – Homeless Students – Enrollment Rights and Services*

*3116 – Students in Foster Care*

*3140 – Release of Resident Students*

*6505 – School Safety and Security*

*6505P – School Safety and Security*

**10. Adjourn Meeting**

*Meeting adjourned at 8:27 P.M.*

**11. Executive Session**

*None at this meeting.*

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**Jim Frey**  
Superintendent

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**Brian Johnson**  
President

LYNDEN SCHOOL DISTRICT  
 Lynden, WA  
 Personnel Recommendations  
 April 13, 2017

New Hire, Certificated Personnel

Name	Location	Position	FTE	Effective	Comments

Change in Assignment, Certificated Personnel

Name	Location	Position	FTE	Effective	Comments
Lee, Shirley	BVE	PE Teacher	1.0	17.18 SY	Increased FTE vacated by Hanson

New Hire, Classified Personnel

Name	Location	Position	Hrs.	Effective	Comments

Change in Assignment, Classified Personnel

Name	Location	Position	Hrs.	Effective	Comments
Weeks, Marilyn	District	Mail Carrier	1.25	17.18 SY	Replaces Hanson

Leave of Absence, Certificated Personnel

Name	Location	Position	FTE	Effective	Comments

Leave of Absence, Classified Personnel

Name	Location	Position	Hrs.	Effective	Comments

Resignations/Retirements/Terminations, Certificated Personnel

Name	Location	Position	FTE	Effective	Comments

Resignations/Retirement/Terminations/Classified Personnel

Name	Location	Position	Hrs.	Effective	Comments

Supplemental Assignments

Name	Location	Position	Effective	Comments
Elsner, Christine	LHS	Sophomore Advisor	17.18 SY	
McKee, Marcus	LMS	Athletic Assistant	3.23.17	Track and Field

Supplemental Resignations

Name	Location	Position	Effective	Comments
Conner, Jill	LHS	Senior Advisor	6.23.17	Resignation