NWESD HIGHLY CAPABLE PROGRAM
2018-19 COOPERATIVE AGREEMENT

I. INTRODUCTION

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

WHEREAS, cooperative student programs provide a more efficient and economical basis for managing and implementing some Highly Capable-related services;

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 (hereinafter referred to as "NWESD") has historically provided special instructional support services on a cooperative basis;

WHEREAS, several local school district Boards of Directors within the Northwest Educational Service District 189 (hereinafter referred to as NWESD) service area have determined that support for the design and implementation of Highly Capable programming can be accomplished on a cooperative basis more economically and efficiently, they have requested that NWESD form a Highly Capable Cooperative to help provide this support;

WHEREAS, RCW 39.34, RCW 28A.310.180, 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 service programs; and,

WHEREAS, the Board of Directors and Superintendent of NWESD have agreed to coordinate and operate the Cooperative.

NOW THEREFORE, a Highly Capable Cooperative is hereby created wherein NWESD will provide High Capable program development services to the district which is signatory to this Agreement for Cooperative Service Program (herein referred to as "Agreement"), according to the terms and conditions contained herein.

II. NAME/PURPOSE

This Cooperative will be known as the NWESD Highly Capable Program Cooperative (hereinafter referred to as "Cooperative"). The purpose of the Cooperative is to provide opportunities for member regional school district Highly Capable Program leads to receive regular coaching/support at their work sites to address contextual challenges/needs and to collaborate with others within the region in order to collectively identify and create solutions for issues of Highly Capable Program design and implementation.

III. MEMBERSHIP

Membership in this Cooperative will be limited to school districts and private schools located within the boundaries of NWESD, or their sponsored entities. All membership applications require submission of two (2) appropriately completed copies of this Agreement, signed by the local school district Superintendent, or private school Administrator.

Membership in this Cooperative requires all members to sign this Agreement. "District" shall hereafter refer to districts that have signed the Agreement for the initial 2018/19 program year, or any successor year, and agree to be financially responsible as a Cooperative member for the annual fees established pursuant to Section V of this Agreement.

IV. ORGANIZATION AND FINANCE/BUDGET MANAGEMENT

It is the desire of the members to have NWESD operate and supervise the Cooperative. In order to meet this desire, the NWESD will incorporate in its General Fund Budget the dollars collected from the districts participating in this Cooperative, will account for the expenditures of this budget as all other expenditures in the General Fund are accounted for, including the internal controls necessary to protect the funds of this Cooperative, and will collect the monies from the members of this Cooperative and spend said monies for the operation of the Cooperative as allowed for by this Agreement.

Prior to the start of each year, NWESD will develop a proposed annual budget, including indirect costs of nine percent (9%) for the NWESD administration of the Cooperative. Such budget will be provided to each District representative and the Advisory Council members for review.

Districts choosing to participate will pay a 2018-19 membership fee in the amount of two thousand dollars ($2,000). This rate may be adjusted annually by the Advisory Council, but will minimally be set at a level that permits recovery of all operating costs, including NWESD indirect charges.

Annual invoicing in September will be provided in order to permit participation. If initial membership occurred after August 15, an invoice will be provided within thirty (30) days this Agreement's execution for the first year. Delinquent accounts may be assessed an interest charge of one and one half percent (1.5%) per month. Any adjustments to the fee schedule that are approved by the Advisory Council will be provided to all participating districts within thirty (30) days. Any participating District may use the Cooperative's services at the established fee. Any deficit incurred by the Cooperative will be reclaimed from subsequent year(s) budgeted repayment.

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, amend this Agreement (with concurrence of all parties affected), and terminate this Agreement as provided in Section VII.

Activities of the Advisory Council shall take place as needed, called by a majority of its members or by 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 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 written notice was provided to each District superintendent or designee.

VI. DUTIES OF DISTRICT

In accordance with this Agreement, each participating district shall:

A) Waive any locally established procurement requirements that are more restrictive than those established by statute for fees/purchases initiated pursuant to this Agreement.

B) Not use federal funds for payment of any fees/purchases related to this Agreement, unless it provides prior written notice to the NWESD Assistant Superintendent for Finance and Compliance. This will assure the District and NWESD can proactively explore and meet any federal procurement requirements.

C) Pay necessary membership assessments to NWESD. Delinquent accounts are to be assessed an interest charge of one and one half percent (1.5%) per month.

D) Name a representative to the Advisory Council, pursuant to Section V and assure this representative attends/participates in scheduled Advisory Council meetings.

E) Participate, and support, decisions related to the setting of the annual Cooperative fees.

VII. DUTIES OF NWESD

In accordance with this Agreement, within the resources provided from districts participating in this cooperative, NWESD shall:

A) Employ and/or contract with the personnel to meet the terms of this Agreement for its duration.

B) Act as overall administrator for Cooperative consistent with this Agreement and will bring to the attention of the participating districts any concerns with implementing the terms herein.

C) Maintain adequate records for the accounting of the costs of Cooperative, including the payment of bills and auditing of those bills.

D) Keep on deposit with the designated County Treasurer, all funds attributable to Cooperative which have not been used to operate the Cooperative. (No separate fund will be established, but a separate accounting of these funds will be accomplished.)

E) Maintain a minimum fund balance of no less than one month (1/12) of total budgeted cooperative expenditures as per NWESD Policy 6060.

VIII. TERM OF AGREEMENT/TERMINATION

This Agreement's initial duration is from September 1, 2018, through August 31, 2019, and will be automatically renewed for each consecutive fiscal year) following August 31, 2019, unless written notice of termination is given in the manner provided herein. For a termination to be effective, written notice must be provided to the other party by April 1 prior to the termination date, as provided below.

A) If the districts wish to terminate the Agreement in its entirety, the Advisory Council shall provide written notice to the NWESD no later than April 1 of the preceding program year (e.g., April 1, 2019, for the 2019/20 program year).

B) If the NWESD wishes to terminate the Agreement in its entirety, the NWESD shall notify the member Districts no later than April 1 of the preceding program year (e.g., April 1, 2019, for the 2019/20 program year).

C) Any participating District may terminate its participation in this Cooperative upon the conclusion of this Agreement's annual term, August 31, providing written notice is provided no later than April 1 of the preceding program year (e.g., April 1, 2019, for the 2019/20 program year).

D) Any participating District may also terminate its participation upon the approval of the remaining Cooperative members after they have considered and approved resulting rate adjustments, pursuant to Sections IV, V, and VI.

E) By mutual agreement of the parties, this Cooperative can be discontinued at any time, without the prescribed required notice.

This Agreement may be modified only upon recommendation by Advisory Council as per Section V, and fully executed by NWESD and the Districts, specifying conditions and date of modification.

IX. 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 NWESD Assistant Superintendent for Teaching & Learning 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.

X. DISTRIBUTION OF ASSETS ON TERMINATION

Since NWESD, as the designated administrator of the Cooperative, will have title to all equipment acquired through this Cooperative, and is operating other Cooperatives for the various school districts within its service area; should the Cooperative dissolve, title to all remaining equipment, assets, and materials from the Cooperative will remain with NWESD to be used for NWESD purposes.

If any District decides to discontinue participation in the Cooperative, no assets will be distributed to said departing district on such termination.

XI. ASSIGNMENT/WAIVER/SEVERABILITY/HEADINGS

Rights or responsibilities required or authorized by this Agreement are not assignable by the parties.

No provision of this Agreement or right to receive reasonable performance or any act called for by its terms shall be deemed waived by 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, which can be given effect without the invalid term, condition, or application; to this extent, the terms and conditions of this Agreement are declared severable.

The headings of each of these sections are provided only to guide the reader and shall not be used to change the meaning of the content of any of said sections.

XII. SUSPENSION AND DEBARMENT

The parties to this 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, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. The word "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.

XIII. CRIMES AGAINST CHILDREN

In accordance with RCW 28A.400.330, employees, agents, and contractors of the Cooperative and its Members are prohibited from working at a District 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.

XIV. INDEMNITY

Northwest ESD shall defend, indemnify, and hold harmless a Member 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 Northwest ESD and its employees, officials, and contractors in the provision of the services under this Cooperative Agreement. The Member Districts shall defend, indemnify, and hold harmless Northwest ESD in full for any and all claims against Northwest ESD or its employees,

officials, or contractors which arise from the acts or omissions of the District and its employees, officials, and contractors in the provision of the services under this Cooperative Agreement.

XV. READ AND UNDERSTOOD/SIGNATURES

By signing this Agreement, the parties acknowledge that they have read and understood its terms, 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, theretofore related to the subject matter of this Agreement. This Agreement may be modified or amended by written mutual consent of the collective parties signing this Agreement. With the signatures below, the parties indicate approval by their respective governing board to enter into this Agreement, which is confirmed by the appended resolution or school board meeting minutes.

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. A copy of authorizing school board minutes or resolution, as appropriate, will be attached hereto.

9/7/18
Superintendent Date
Meridian School District
Whatcom County, Washington

9/17/18
Larry Francois, Superintendent Date
Northwest Educational Service District 189
Skagit County, Washington

School District Board approval date_____

Pam Estvold 9/14/18
Pam Estvold, Cooperative Director Date
NWESD Asst Supt for Teaching & Learning