

## **NWESD English Language Learner (ELL) Cooperative COOPERATIVE AGREEMENT**

### **I. INTRODUCTION**

WHEREAS, legislatively approved staffing ratios preclude the resident districts from generating sufficient staff to meet the needs of students with English Language Learner (herein after referred to as "ELL") needs;

WHEREAS, cooperative student programs provide a more efficient and economical basis for managing and implementing some ELL-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 and training to districts to build effective ELL programs can be accomplished on a cooperative basis more economically and efficiently, they have requested that NWESD form an ELL 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, an ELL Cooperative service program is hereby created wherein NWESD will provide ELL-related education 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 ELL Cooperative (hereinafter referred to as "Cooperative"). The purpose of the Cooperative is to develop capacity by providing support and training to districts to develop effective ELL programs.

### **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 2016/17 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 FINANCE/BUDGET MAINTENANCE**

It is the desire of the members to have NWESD operate and supervise the Cooperative. To this extent, 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.

Each District choosing to participate will pay a 2020-21 membership fee in the amount of four thousand dollars (\$4,000.00). This membership fee will include training and support for one district administrator and up to three district ELL specialists. However, one (1) exceptional situation has been identified and will apply. The K-8 Conway School District will participate as a component of the La Conner School District and will collectively be considered one (1) district (e.g., the \$4,000 fee and training/support seats would be proportionately based upon October 1 student full time enrollment).

These rates 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 indirects.

Any adjustments to the fee schedule that are approved by the Executive Committee will be provided to all participating districts within thirty (30) days. Any deficit incurred by the Cooperative may be reclaimed from subsequent year(s) profits.

#### **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 fees to NWESD. Delinquent accounts are to be assessed an interest charge of one and one half percent (1.5%) per month.
- D) Appoint one district administrator to serve on the Advisory Council, pursuant to Section V and

assure this representative attends/participates in scheduled Advisory Council meetings. The appointed district administrator will participate in a professional learning community.

- E) Appoint up to three district ELL Specialists to attend trainings that will enhance their ability to design and deliver professional learning opportunities for classroom teachers. The appointed ELL Specialist(s) will participate in a professional learning community with their colleagues.
- F) Notify the NWESD of paraeducators who will attend the paraeducator trainings (maximum of 3 paraeducators allowed unless additional capacity is available).
- G) Participate in, and support, decisions related to the setting of the annual Cooperative fees.
- H) Participate in, and support, decisions related to the priorities of ELL training development.

## VII. DUTIES OF NWESD

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

- A) Plan and facilitate three (3) ELL Administrator and Specialist PLC events. These will be held in person at the NWESD office (if COVID-19 social distancing guidelines permit).
- B) Plan and facilitate five (5) ELL Specialist PLC events. Two sessions will be held in person at the NWESD (if COVID-19 social distancing guidelines permit), three, two-hour zoom PLC events will be held throughout the 2020-21 school year.
- C) Provide three professional development trainings for Paraeducators to be held at the NWESD (if COVID-19 social distancing guidelines permit).
- D) Employ and/or contract with the personnel to meet the terms of this Agreement for its duration.
- E) 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.
- F) Maintain adequate records for the accounting of the costs of Cooperative, including the payment of bills and auditing of those bills.
- G) 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.)
- H) 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 duration is from September 1, 2020, through August 31, 2021, and will be automatically renewed for each consecutive fiscal year (September 1 through August 31) following August 31, 2021, 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, 2020, for the 2020/21 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, 2020, for the 2020/21 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, 2020, for the 2020/21 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 and assets 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. 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.

### **XII. INDEMNITY**

NWESD 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 for NWESD 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 NWESD in full for any and all claims against NWESD 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.

### **XIII. 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.

### **XIV. SUSPENSION AND DEBARMENT**

The parties to this Agreement certify, and each relies thereon in execution of this Agreement, that 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. "Principals", for the purposes of this certification, mean 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.

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

Board Approval Date Oct 7, 2020

OR

Resolution number \_\_\_\_\_ and date \_\_\_\_\_, of board delegation of authority to sign interlocal agreements.

**Northwest Educational Service District**


**Marysville School District**

  
\_\_\_\_\_  
Larry Francois  
Superintendent

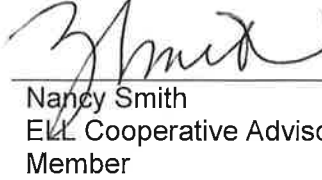
10/21/20  
Date

  
\_\_\_\_\_  
Jason Thompson  
Superintendent

9-14-20  
Date

  
\_\_\_\_\_  
Fredrika Smith  
Cooperative Director

9-25-2020  
Date

  
\_\_\_\_\_  
Nancy Smith  
ELL Cooperative Advisory  
Member

9-11-2020  
Date



## Work Study and Regular Meeting Agenda

### Meeting Minutes

Marysville School District  
Educational Service Center Board Room  
120 80th Street NE  
Marysville, WA 98270

In accordance with Washington State Governor's Proclamation 20-28, this meeting will be hosted remotely to improve routine matters and matters considered essential to respond to the current health emergency. Public comments can be submitted HERE and will be provided to each board director.

This meeting may be accessed through the Zoom information below:

When: Oct 7, 2020 04:00 PM Pacific Time (US and Canada)  
Topic: School Board Work Study and Regular Meeting

Please click the link below to join the webinar:

<https://msd25.zoom.us/j/82344061369?pwd=SnBCaEo4Q2tNUTFtTEhDVS9tUnlwdz09>

Passcode: 421671

• iPhone one-tap :

US: +12532158782,,82344061369# or +16699006833,,82344061369#

• Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 669 900 6833 or +1 346 248 7799 or +1 646 876 9923 or +1 301 715

92 or +1 312 626 6799

Webinar ID: 823 4406 1369

International numbers available: <https://msd25.zoom.us/j/82344061369>

#### ACCESSIBILITY

The public is always invited to attend school board meetings. The Marysville School District does not discriminate on the basis of disability in admission or access to these public forums. If you should require any reasonable accommodation to enable you to attend and/or participate, please contact the Superintendent's Office at 360-965-0001. We request at least 48 hours advance notice for special accommodations.

10/7/2020 04:00 PM

Work Study Session - 4:00 PM, Board Room

(Work Session)

Resident Edwards called the Work Study to order at 4:02 p.m.

#### Learning and Teaching:

Continuous Learning 2.0 Update:- Lori Knudson, Deputy Superintendent was joined by her team to provide a Continuous Learning 2.0 update focusing on our Strategic Goal 3 - Teaching and Learning. The presentation included technology, special education, ELL, and

### **Finance and Operations:**

September Enrollment Update - Mike Sullivan, Director of Finance and Operations, provided the board an update on our September enrollment counts and answered questions from the Board.

### **Community Report:**

Palisp Tribes Tiny Home Project - Teri Nelson, Executive Director of Tribal Services, was unable to present this evening but provided a document to share with the board.

### **Call to Order - Regular Session Meeting, 6:00 pm, Board Room**

President Edwards called the Regular Session to order at 6:01 p.m.

Attendance: President Vanessa Edwards, Vice President Paul Galovin, Director Jake Murray, Director Chris Nation, and Director Pet Lundberg.

### **Approval of the Agenda**

(Voice)

Director Lundberg made a motion to approve the agenda as presented. Vice President Galovin seconded. Discussion. Director Lundberg proposed to accept the agenda as amended to a 6:00 p.m. start time. Director Galovin seconded. A vote was taken. Motion carried.

### **Reporting of Business of Visitors**

(Informational)

None

### **Communications / Reports**

- o National Disability Employment Awareness Proclamation - Jason Thompson, Superintendent, brought forward a Board proclamation declaring October 2020 as National Disability Employment Awareness Month.
- o Summer School Report - Andrea Wyatt, Director of LAP, Title I, McKinny-Vento & Foster Care, and 504 and Nancy Smith, Director of ELL, Hi-Cap, & Migrant provided an overview of our Summer Extended Learning. Elementary and Secondary Summer School Administrators contributed information to the board.

### **Approval of Minutes**

(Action)

Director Murray moved to approve the Work Study and Regular Session Minutes of September 16, 2020 as presented. Vice President Galovin seconded. A vote was taken. Motion carried.

### **Consent Agenda**

(Consent Agenda)

Vice President Galovin moved to approve the consent agenda as presented. Director Murray seconded. A vote was taken. Motion carried.

P Vouchers 2020\_10\_7.pdf

Personnel Report 2020\_10\_07.pdf

### **Policy for First Reading**

Policy (The following policies are submitted for first reading. The proposed changes are recommended by the Washington State School Directors Association (WSSDA) Policy and Legal department. The revisions to the attached policies are primarily "housekeeping" changes to update policy language in accordance with new state law or make corrections where needed.)

6221 -Contracts, Agreements, and Memorandum of Understandings.pdf

### **Board Action**

(Action)

### **Resolution No. 2021 - 02\_Unity and Wellness Month**

Jason Thompson, Superintendent requested adoption of Resolution 2021 - 02 recognizing October 2020 as Unity and Wellness Month.



vote was taken. Motion carried.

## NWESD ELL Cooperative Agreement

Nancy Smith, Director of ELL, Hi-Cap, & Migrant requested approval of the NWESD ELL Cooperative Agreement 2020-21.

Director Murray moved to approve the NWESD ELL Cooperative agreement 2020-21 as presented. Director Nation seconded. Discussion. A vote was taken. Motion carried.

Situation Report - NWESD ELL Cooperative Agreement 2020-21.pdf

NWESD ELL Cooperative Agreement 2020-21.pdf

### Follow-up Items

(Informatic

#### Work Study Dates, Board Meeting Dates and Upcoming Events

- October 14, 2020, - Board Retreat - Equity Workshop
- October 21, 2020, - Work Study and Regular Session Meeting

#### Superintendent Comments

Superintendent Thompson acknowledged our staff for doing an amazing job adapting to remote learning. He commented that this is a successful time for adults and students and we should keep an eye on each other. He appreciates the support of the Board.

#### Board Comments

The board echoed the Superintendent's comments thanking staff for their efforts. Director Lundberg reported that he attended the WSSDA Legislative Assembly and voted on the 15 proposals to go forward. He attended the WSSDA regional directors Zoom meeting with over 90 directors/superintendents and discussed COVID issues. Many of our districts are in the same situation as we are. Director Thompson shared that we should keep track of our successes during this time and retain what worked well. Director Murray read a letter from a teacher that expressed the guilt he feels that he is unable to teach in his normal way and is struggling, reminding us to take care of each other. Vice President Galovin thanked Director Lundberg for his legislative work on our behalf. President Edwards thanked the staff for keeping the students front and center.

### Adjourn

President Edwards adjourned the meeting at 7:08 p.m.

### Presented and Signed

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Vanessa Edwards, President

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Thompson Thompson, Superintendent

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Date