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NWESD Multilingual Learner (formerly ELL) Cooperative COOPERATIVE AGREEMENT

I. INTRODUCTION

WHEREAS, RCW 39.34 and RCW 28A.320.080 together authorize the local school districts within the State of Washington to join together to form cooperatives for the purpose of providing services for the participating school districts; and,

WHEREAS, RCW 28A.310.180 directs educational service districts to establish cooperative service programs for school districts within their service area which will hopefully economize for the local school districts by providing services that would otherwise be more expensive if the Cooperative were not formed or which will provide services that could not otherwise be efficiently acquired; and,

WHEREAS, several local school district superintendents and their 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 MLL programs can be accomplished on a cooperative basis more economically and efficiently, they have requested that NWESD form an MLL Cooperative (hereinafter referred to as Cooperative) to help provide this support; and

WHEREAS, the Board of Directors and Superintendent of NWESD 189 have agreed to coordinate and operate the Cooperative.

NOW THEREFORE, an MLL Cooperative is hereby created by and between NWESD and various school districts (the signatory school district to this Agreement is hereinafter referred to as District), according to the terms and conditions described below.

II. NAME/PURPOSE

This Cooperative will be known as the NWESD MLL 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 MLL 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 2026/27 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.

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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 an annual membership fee in the amount of four thousand dollars ($4,000.00). This membership fee will include training and support for staff, including teachers, administrators, and paraeducators. (e.g., the $4,000 fee and training/support seats would be based upon October 1 student full time enrollment). Districts with English learner eligible enrollments of less than 100, in the Oct. 1st count of the previous year, will pay a set rate of $2000.

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 with 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.

E) Notify district staff of training opportunities.

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

G) Participate in, and support, decisions related to the priorities of MLL training development.

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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 MLL professional services and trainings for district staff.

B) Notify district of MLL professional services and trainings available.

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

D) 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.

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

F) 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.)

G) 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, 2026, through August 31, 2027, and will be automatically renewed for each consecutive fiscal year (September 1 through August 31) following August 31, 2027, 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) 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 12 of the preceding program year (e.g., April 12, 2027, for the 2026/27 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, 2027, for the 2026/27 program year).

C) 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.

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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

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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 09/24/2026

OR

Resolution number_____ and date _____, of board delegation of authority to sign interlocal agreements.

Northwest Educational Service District

Signed by: Ismael Vivanco 0EF5F61D5CAE402... 9/25/2026

Dr. Ismael Vivanco, Superintendent Date

Signed by: 9/21/2026

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Dawn Cottrair, Cooperative Director Date

Concrete School District

Signed by: Carrie Crickmore 72E795702AFC42A... 9/24/2026

Carrie Crickmore, Superintendent Date

Signed by: Carrie Crickmore 72E795702AFC42A... 9/24/2026

Carrie Crickmore, MLL Cooperative Advisory Council Member Date