

NORTHWEST REGIONAL LEARNING CENTER 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 specialized learning needs;

WHEREAS, cooperative student enrollments provide a more efficient and economical basis for managing and implementing specialized learning 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 specialized learning services on a cooperative basis;

WHEREAS, various school districts (hereinafter referred to as "Districts") in Washington have requested that the NWESD provide specialized learning 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 specialized learning services.

NOW THEREFORE, a Cooperative is hereby created wherein the NWESD will provide specialized learning 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 the Northwest Regional Learning Center (hereinafter referred to as "Cooperative" or "Program"). The general purpose of this Agreement, as authorized by the aforementioned statutes and/or other applicable laws, is the formation of a Program 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 Program.

III. MEMBERSHIP

Membership in this Program requires all member districts to sign this Agreement. "District" shall hereafter refer to districts that have signed the Agreement for the 2026-27 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 appropriate public education for them. Each District participating in this Program commits to pay to the NWESD an amount sufficient to reimburse the NWESD the total cost of operating this Program based on the number of student slots identified in Appendix A. This will be done in the following fashion:

- A. 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 10th, to consider modifying agreements outlined in paragraph B above.

I. 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 XI), and to terminate this Agreement (pursuant to Section XI). Additionally, the Advisory Council will be responsible for making recommendations to the NWESD regarding policies unique to the operation of the Program 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 the 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.

II. 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 Program shall be employed by the NWESD and subject to the policies and rules and regulations of the 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, the NWESD shall:

- A. Operate a self-contained education program for students with specialized learning needs who manifest severe behavior challenges.
- B. Recruit, employ, and supervise staff required to adequately operate the Program. All staff for the Program shall be employed by the NWESD and shall be subject to the policies, rules and regulations of the Board of Directors of the 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 April 1st, 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 Program.
- E. Develop consistent procedures for students entering and exiting the Program.

- A. 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. The NWESD will proactively explore and meet any applicable federal regulations.
- B. The District may permit the NWESD to claim state reimbursement for shuttle transportation services in the event these services are provided by the NWESD, and authorized through a predetermined written agreement prior to State claim cut-off date.
- C. The District shall be responsible for pupil transportation to and from the Program.
- D. 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.

I. 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 the NWESD to make a determination. If need be, it may then be referred to the Superintendent of the NWESD.
- B. If the dispute is between one or more participating District(s) and the NWESD, then each participating District will appoint someone to represent it, the 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.

II. CRIMES AGAINST CHILDREN

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

III. 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

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.

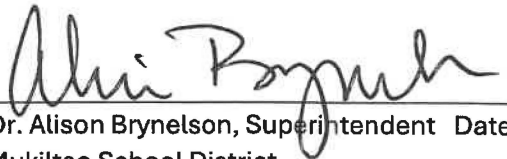
By signing below, each party affirms that this Agreement has been approved by his/her Board of Directors or he/she has been given authority by such Board to enter into this Agreement. If this approval is provided through a resolution, a copy of said resolution will be attached hereto.


June 9, 2026
Board Approval Date

OR

Resolution number _____ and date _____, of board delegation of authority to sign Interlocal Agreements.

 Jun 12, 2026
Ismael Vivanco (Jun 12, 2026 15:23:20 PDT)
Dr. Ismael Vivanco Date
Northwest Educational Service District 189
Skagit County, Washington

 6/10/2026
Dr. Alison Brynelson, Superintendent Date
Mukilteo School District
Snohomish County, Washington

<i>NWESD Internal Approvals:</i>	
Fiscal:	<u>LM</u>
Program Manager:	<u></u>

Signature: 
Lisa Matthews (Jun 12, 2026 10:29:14 PDT)
Email: lmatthews@nwesd.org

Signature: Jodie DesBiens
Jodie DesBiens (Jun 12, 2026 12:12:22 PDT)
Email: jdesbiens@nwesd.org












2026-27_NRLC_Interlocal_Mukilteo - signed

Final Audit Report

2026-06-12

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