

07-16

NORTHWEST REGIONAL LEARNING CENTER INTERLOCAL COOPERATIVE AGREEMENT

I. INTRODUCTION

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

WHEREAS, cooperative student enrollments provide a more efficient and economical basis for managing and implementing special services programs; and,

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; and,

WHEREAS, Northwest Educational Service District 189 (herein also referred to as "NWESD 189") has historically provided student services on a cooperative basis; and,

WHEREAS, various school districts (hereinafter referred to as "Districts") in Washington have requested that NWESD 189 provide services for their students; and,

WHEREAS, RCW 39.34, RCW 28A.310.180, and Substitute House Bill 1211 adopted by the 1993 Washington Legislature, authorize the school districts and educational service districts to join together to engage in various activities, including having the educational service district provide cooperative educational services; thus,

A COOPERATIVE is hereby created wherein NWESD 189 will provide educational services to the Districts which are signatories to this agreement, according to the terms and conditions contained herein.

II. NAME/PURPOSE

The name given to this cooperative is Northwest Regional Learning Center. The general purpose of this agreement is the formation of a cooperative to provide educational programs and services to court-involved students of the Districts as authorized by the aforementioned statutes and/or other applicable laws.

III. MEMBERSHIP

All members will be required to sign this interlocal agreement. "Member" shall hereafter refer to districts that have signed the interlocal agreement for the current 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 the Districts, and accordingly, it is acknowledged that the Districts retain the responsibility to provide an appropriate public

education for them. Each district participating in this cooperative commits to pay to NWESD 189 an amount sufficient to reimburse NWESD 189 the total cost of operating this cooperative for the students each sends. This will be done in the following fashion:

- A. By May 1, 2007, and every May 1 thereafter for following program years, Districts will be asked to identify those students they intend to send to this program the next fall. The program budget will be developed based on this information and will include indirect costs. Such budget will be reviewed and approved by the Advisory Council.
- B. Districts with students placed in the program will be billed a per-student amount to cover basic program costs. That amount is initially estimated to be **\$21,542** per FTE per program year, or **\$120** per day, both figures based on an average program enrollment of **42** students. FTE is based on the number of days a student is enrolled in the program. The estimated program length is six and one-half hours per day, five days per week, for a 180-day program. Estimated costs will be billed periodically, as determined by NWESD 189. As appropriate, the estimates will be compared to actual costs, and actual costs will be billed, crediting estimated costs already billed/paid.

V. ADVISORY COUNCIL

An Advisory Council consisting of the superintendent of each member district, or his/her designee, is hereby created. The purpose of such 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 IX.

Activities of the Advisory Council shall take place as needed, called by a majority of its members or by the Superintendent of NWESD 189 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 a minimum of four (4) representatives from the Districts attending an Advisory Council meeting.

VI. RIGHTS AND OBLIGATIONS OF NWESD 189

In accordance with this agreement, NWESD 189 shall:

- A. Operate a learning center educational program for court-involved students.
- B. Recruit, employ, and supervise staff required to adequately operate the program; all staff for the cooperative shall be employed by NWESD 189 and shall be subject to the policies and rules and regulations of the Board of Directors of NWESD 189.
- C. Contract for staff for the start of each year according to the total number of students Districts have identified the spring prior, 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 will be hired as necessary.
- D. Develop consistent procedures for entering and exiting of students into and from the program.
- E. Coordinate interdistrict and interagency services and agreements required to implement

educational plans and programs.

- F. Coordinate transportation, supportive services, and emergency services as needed. Related services for students will be based upon IEP designated needs. In those instances where specific students require extensive related services (1:1 instructional aides, OT, PT, SLP, and other services) beyond the level generally available through the program, extraordinary costs incurred will be billed as additional costs to the basic program costs as appropriate to the district.
- G. Coordinate program and appropriate district personnel in accomplishing assessments, IEPs (to include individual district participation), transition plans, and a full continuum of services for students.

VII. RIGHTS AND OBLIGATIONS OF THE DISTRICTS

Each district acknowledges that by entering into this Interdistrict Cooperative Agreement they are causing financial commitments by other parties, and therefore, agree not to terminate prior to the expiration date without the consent of NWESD 189 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:

Each district acknowledges that Chapter 28A.155 RCW, Chapter 392-172 WAC, Public Law 105-17, and this agreement impose responsibilities on each resident district and that those responsibilities are not distinguished by delegation, in part or in total, under this arrangement.

To this extent, it is understood and agreed between the parties hereto that the purpose and intent of this agreement is that NWESD 189 provide cooperative services for the program being conducted by the resident district for the students within the district who otherwise qualify for such services. The resident district shall retain the responsibility to:

1. assure their particular students are receiving an appropriate education;
2. comply with all provisions as requested by Chapter 28A.155 RCW, Chapter 392-172 WAC, and Public Law 105-17 (IDEA); and,
3. incorporate Chapter 392-172 WAC and Public Law 105-17 (IDEA) required policies.

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 189 to make a determination. If need be, it may then be referred to the Superintendent of NWESD 189; and,

- B. if the dispute is between a participating district(s) and NWESD 189, then the participating districts will appoint someone to represent them, NWESD 189 will appoint someone to represent it, and those two parties will appoint someone as a third representative; decisions will be made by a vote of the majority of the representatives.

IX. TERM OF AGREEMENT/TERMINATION

For any individual District, this agreement will be for the 2007-08 school year and shall be automatically renewed each year thereafter unless written notice of termination is provided to the NWESD 189 Superintendent on or before March 15 of the year preceding the year of intended termination.

The Advisory Council can vote, by a majority of a quorum (defined in Section V), to discontinue operating the learning center 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.

X. DISTRIBUTION OF ASSETS ON TERMINATION/DISSOLUTION

All assets acquired by NWESD 189 and placed in service for the cooperative during this agreement shall remain the property of NWESD 189. Any asset acquired by a participating district and used in the program, but not billed to the program, will remain the property of the individual district.

XI. 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.

XII. 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.

[Signature] 5/12/07
Superintendent Date
Northwest Educational Service District 189

[Signature] 4-26-07
Superintendent Date
Edmonds School District

Skagit County, Washington

Snohomish County, Washington

APPENDIX A

Northwest Regional Learning Center **Estimated** Participation by District

Participating Districts	Estimated Student FTE	Times daily rate @ 42 students	Estimated 2007-08 cost
Arlington	1	\$21,542	\$21,542
Edmonds	5	21,542	107,710
Everett	14	21,542	301,588
Granite Falls	2	21,542	43,084
Lake Stevens	7	21,542	150,794
Lakewood	1	21,542	21,542
Marysville	7	21,542	150,794
Mukilteo	2	21,542	43,084
Northshore	1	21,542	21,542
South Whidbey	1	21,542	21,542
Stanwood	1	21,542	21,542
	42	Total	\$904,764

Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters

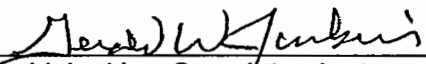
Northwest Educational Service District #189 (NWESD 189) certifies, and the District relies thereon in execution of this Agreement, that neither NWESD 189 nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts 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).

NWESD 189 shall provide immediate written notice to District if, at any time during the term of this Agreement, including any renewals hereof, NWESD 189 learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

NWESD 189's certification is a material representation of fact upon which the District has relied in entering into this Agreement. Should District 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, the District may terminate this Agreement in accordance with the terms and conditions therein.

April, 2007



Dr. Gerald Jenkins, Superintendent
Northwest ESD 189

Skagit County, City of Anacortes, Washington State