

# Arlington Public Schools

*"We provide the means to accomplish dreams"*

## Supportive Information Sheet

**Subject:** INTER-LOCAL AGREEMENT WITH ESD 189 FOR  
NORTHWEST REGIONAL LEARNING CENTER

Action

**Page(s):** \_\_\_\_\_ Seven (7), including cover

**Submitted by:** \_\_\_\_\_ Diane Kirchner-Scott, Director of Special Programs

**Date:** \_\_\_\_\_ April 27, 2009

### **Background Information:**

For a number of years, Arlington Public Schools has been part of the Northwest Regional Learning Center Cooperative in Everett, serving our secondary students with severe behavioral issues who have been involved with the court system. The educational needs of these students are met away from our campus, which is mutually beneficial. During the year the Cooperative serves one to two Arlington students.

### **Administrative Consideration:**

The agreement is necessary to meet the educational needs of these students who are court-ordered to attend school. The cost for a student to attend NWRLC is estimated by the ESD on the projected number of students from the cooperative who are anticipated to attend. The rate is estimated at \$138.00 per day for 2009-2010.

### **Superintendent's Recommendation:**

That the Board approves the Inter-Local Agreement with ESD 189 for Northwest Regional Learning Center for the 2009-10 school year.

# **NORTHWEST REGIONAL LEARNING CENTER COOPERATIVE INTERLOCAL COOPERATIVE AGREEMENT**

## **I. INTRODUCTION**

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

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

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

WHEREAS, RCW 39.34 and 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 special education services.

NOW THEREFORE, a cooperative is hereby created wherein NWESD will provide special education 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 special education programs and services to disabled students with severe behavior disorders of the Districts as authorized by the aforementioned statutes and/ or other applicable laws.

## **III. MEMBERSHIP**

Membership in this cooperative requires all members to sign this Interlocal Agreement. "District" 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.

## **V. 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 an appropriate public education for them. Each District participating in this cooperative commits to pay to NWESD an amount sufficient to reimburse NWESD the total cost of operating this cooperative for the students it sends. This will be done in the following fashion:

- A. By May 1, 2009, 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 annually be submitted to 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 \$24,881 per FTE per program year, or \$138 per day, both figures based on an average program enrollment of 36 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.
- C. 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 15 to consider modifying the steps outlined in paragraph B above.

#### **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 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 X.

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 those representatives attending an Advisory Council meeting, providing adequate prior notice was provided to each District superintendent.

#### **VI. RIGHTS AND OBLIGATIONS OF NWESD**

In accordance with this Agreement, NWESD shall:

- A. Operate a self-contained special education program for disabled students who manifest severe behavior disorders.
- B. Recruit, employ, and supervise staff required to adequately operate the program. All staff for the cooperative shall be employed by NWESD and shall be subject to the policies and rules and regulations of the Board of Directors of NWESD.
- C. Contract for staff each year according to the total number of students participating Districts have identified the prior spring, 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 cooperative program.
- E. Develop consistent procedures for students entering into and exiting from the cooperative program.

- F. Coordinate interdistrict and interagency services and agreements required to implement educational plans and programs.
- G. 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.
- H. Coordinate program and resident District personnel in accomplishing assessments, IEPs (to include resident District participation), and a full continuum of services for students.

## **VII. RIGHTS AND OBLIGATIONS OF THE DISTRICTS**

The District acknowledges that by entering into this Interdistrict Cooperative Agreement it is causing financial commitments by other parties, and therefore, agrees not to terminate prior to the expiration date without the consent of NWESD 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:

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

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

1. assure their particular students are receiving an appropriate education;
  2. comply with all provisions as requested by Chapter 28A.155 RCW, Chapter 392-172A WAC, and Public Law 105-17 (IDEA); and,
  3. incorporate Chapter 392-172A WAC and Public Law 105-17 (IDEA) required policies.
- B. The District waives any locally established procurement requirements that are more restrictive than those established by statute for fees/purchases initiated pursuant to this Agreement.
  - C. The District will 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 (Carol Browder at the time of approval). This will assure the District and NWESD can proactively explore and meet any federal procurement requirements.

## **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 to make a determination. If need be, it may then be referred to the Superintendent of NWESD; and,
- B. if the dispute is between a participating district(s) and NWESD, then the participating districts will appoint someone to represent them, NWESD 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. SUSPENSION AND DISBARMENT**

The parties to the 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.

## **X. TERMS OF AGREEMENT/TERMINATION**

For any individual District, this Agreement begins with the 2009/10 school year and shall be automatically renewed each year unless written notice of termination is provided to the NWESD 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 cooperative 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.

## **XI. DISTRIBUTION OF ASSETS ON TERMINATION/DISSOLUTION**

All assets acquired by NWESD and placed in service for the cooperative during this Agreement shall remain the property of NWESD. Any asset acquired by a resident District and used in the program, because a program component is situated within the resident district, will remain the property of the individual District.



### APPENDIX A

#### Attachment for Northwest Regional Learning Center Interlocal Agreement

Slots with projected cost per slot for 2009/10 program year:

Participating Districts	Estimated Student FTE	Times daily rate @ 36 students	Estimated 2009/10 cost
Arlington	1	\$ 24,881	\$ 24,881
Edmonds	4	\$ 24,881	\$ 99,525
Everett	10	\$ 24,881	\$ 248,813
Granite Falls	1	\$ 24,881	\$ 24,881
Lake Stevens	5	\$ 24,881	\$ 124,407
Lakewood	1	\$ 24,881	\$ 24,881
Marysville	8	\$ 24,881	\$ 199,051
Mukilteo	2	\$ 24,881	\$ 49,763
Northshore	1	\$ 24,881	\$ 24,881
Snohomish	2	\$ 24,881	\$ 49,763
Stanwood	1	\$ 24,881	\$ 24,881
	<b>36</b>	<b>Total</b>	<b>\$ 895,727</b>