

**BITTERROOT VALLEY EDUCATION COOPERATIVE
MANAGEMENT BOARD**

Tuesday, May 24, 2016
9:00 a.m. – Cooperative Office

AGENDA

1. Call to Order

2. Introduce Staff Representative

3. Consent Agenda

- A. Minutes
- B. Warrants
- C. Financial Report
- D. Next Meeting – June 28
- E. New Hires
 - 1. Michelle Blair, CSCT Therapist, Stevensville High School
- F. Resignations
 - 1. Rebecca Mann, CSCT Therapist, Hamilton Middle School – attached
 - 2. Lacey Raymond, CSCT Therapist, Lone Rock School – attached
 - 3. Mat Luras, School Psychologist Darby and MBI/RTI Coach/Trainer – attached
 - 4. Jessica Randazzo, CSCT Clinical Supervisor – attached

4. Public Comment

5. Correspondence

- A. **Letters of Appreciation** – attached
 - a. Karen Gideon, Speech Therapist, Stevensville. Lone Rock
 - b. Wendi Wood, Physical Therapist, all districts

6. Board Action

- A. **Board Resolution to Legislative School Funding Commission** – attached
- B. **Employee Request for Contract Reinstatement** – letter attached
- C. **2016-17 BVEC Calendar** – attached
- D. **Interlocal Agreement Amendments – Revisions** – attached

7. Information and Discussion

- A. None

8. Adjourn

4/26/2016

Tim Miller
Executive Director
Bitterroot Valley Education Cooperative
P.O. box 187
Stevensville, MT 59870

Dear Tim, Chris and Jessica,

Please accept this letter as notice of my resignation from my position as Mental Health Therapist at the Hamilton Middle School. My last day of employment is anticipated to be June 3rd, my last contract day, or as needed to complete HRSA obligations, and of course as maternity permits.

As you already know I have a small private practice and with my first child on the way I have taken the opportunity to transition to growing my private practice while maintaining the flexibility of schedule to be more available to my family as it grows.

This decision has been a challenging one to make as it has been a pleasure working with you and working with the kids in seamless tandem with my team at HMS over the last five years. One of the highlights of my work with BVEC at HMS has been collaborating with the school, community members and other agencies to start the Shooting Starz girls group 4 years ago. It has been a extremely satisfying to mold and morph this into what it has become today, encompassing events such as the Camp In which recently captured the Co-ops appreciation.

I am grateful for many opportunities that were extended to me through my employment such as the ongoing training opportunities, being able to be supervised in gaining experience and hours needed to complete licensure, becoming licensed, having the opportunity to participate in the HRSA grant program for loan reimbursement as well as gaining the experience to move to the next level of owning and offering services through my own private practice. For these I thank you all and the organization.

With the ever changing demands and adjustments BVEC works to respond to I would like to express my interest to keep the doors open for the future. I hope that my work with the organization over the years will promote an ongoing relationship and allow for future collaborations.

I wanted to assist with the transition of my position by providing adequate time to plan for and solicit a replacement as summer is coming soon and this could provide a great opportunity for developing therapeutic relationships for the person who fills this position long before the start of next school year. I know how this can be extremely beneficial for all involved and can assist in continuing to have a program that functions smoothly. If time and availability allows I would be happy to help recruit and train my replacement if desired. I will do my best to ensure that all reporting and records are updated before my last day of work barring any unexpected changes in my anticipated leave date due to maternity being somewhat unpredictable.

Tim, Chris and Jessica, thank you again for the opportunity to work for BVEC. I wish you all and the staff all the best. I look forward to staying in touch and exploring future collaborative opportunities should they arise. You can email me anytime at rebecca.mann7@outlook.com or call me at 406.880.2352

Sincerely, Rebecca Mann, LCSW

Mathew M. Luras
717 N. 6th St.
Hamilton, MT 59840
May 2, 2016

Tim Miller
Director
Bitterroot Valley Education Cooperative
Stevensville, MT, 59870

Dear Tim Miller:

I have enjoyed working for the BVEC over the past four years as school psychologist and most recently as MBI/RTI coach. However, the time has come for me to move on and pursue my personal, career, and educational goals. I am therefore resigning from my position effective at the end of my current contract. My last working day will be June 23rd, 2016.

I would like to make this a smooth transition and will gladly help in the hiring/training process of my successor during my remaining time here.

I am grateful for all of the opportunities of professional and personal development I have been given and have particularly enjoyed being a part of the BVEC. It has been a genuine pleasure working for the BVEC and I will miss my associations here.

Sincerely,

Mathew M. Luras
School Psychologist/ MBI-RTI Coach

Lacey Raymond

May 4, 2016

Tim Miller

Bitterroot Valley Education Coop
P.O. Box 187
Stevensville, MT 59870

Dear Tim,

I am writing to inform you that I will be resigning from my position as Mental Health Therapist at Lone Rock School. However, I am willing to provide services during the summer.

I would like to thank you for having me as part of your team. I am thankful to have worked for BVEC, and I truly appreciate the time and patience everyone has shown in supporting me. The CSCT program shows high standards and serves kids well!

Please acknowledge this letter as my official notice of resignation. I will do my best to ensure a smooth transition.

Sincerely,

Lacey Raymond

From: Jessica Randazzo
Sent: Thursday, May 12, 2016 4:02 PM
To: Tim Miller <millert@bvec-mt.org>; Chris Hughes <hughesc@bvec-mt.org>
Subject: Message from Jessica

Good morning,

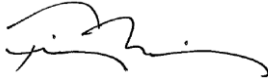
It has been my pleasure to work for BVEC for the past 7 years. I came into the position with many skills and talents and have appreciated the opportunity to grow as a Clinical Supervisor and professional trainer. I have enjoyed the work and feel proud of us (especially our talented direct service staff) for the support we have offered to children, families and schools. We have greatly expanded and improved our services over the years. I am grateful to have been a part of it all however, it is time for me to move in a new direction. I am excited about the possibilities that lie ahead!

I am resigning my position as Clinical Supervisor effective the end of my contract obligation. I estimate that will allow me to be available until June 9th without adding additional days to the contract. I have ideas about what I need to do before I leave but I hope for direction about how you want me to transition out of the role.

Sincerely,

Jessica

To: Karen Gideon

From: Tim Miller 
Director, Bitterroot Valley Education Cooperative

Re: Letter of Appreciation

Date: May 6, 2016

Copy: BVEC Board
Personnel File

Karen:


Thank you for volunteering as a Beta tester for our Big Sistah Medicaid billing software.

By helping convert the software for use with special education related billing we have significantly increased billing efficiency and reduced billing turnaround time for OT, PT and Speech.

Your recommendations for improving the end-user functions were most helpful. The system is fully implemented and Speech Therapist feedback has been very positive. Additionally, the procedures you drafted for end-users on the system was excellent documentation and training material for new employees.

I really appreciate your support with the project. You exemplify the essence of a highly valuable employee.

To: Wendi Wood

From: Tim Miller 
Director, Bitterroot Valley Education Cooperative

Re: Letter of Appreciation

Date: May 5, 2016

Copy: BVEC Board
Personnel File

Wendy:

Thank you for volunteering as a Beta tester for our Big Sistah Medicaid billing software.

By helping convert the software to use with special education related billing we have significantly increased billing efficiency and reduced billing turnaround time for OT, PT and Speech.

Additionally, your recommendations for improving the end-user functions were most helpful. The system is fully implemented and feedback from the OT/PT team has been positive. I really appreciate your support with the project.

CERTIFIED BOARD RESOLUTION

Adopted May 24, 2016

**Bitterroot Valley Education (BVEC)
Management Board**

WHEREAS, IDEA, as federal law, mandates a free appropriate public education for children with disabilities.

WHEREAS, inadequate State funding of special education services negatively impacts the education of all students by effectively decreasing the amount of general funds available to support general education programming.

WHEREAS, Montana Special Education Cooperatives are vital to recruiting, retaining, training, coordinating and delivering highly qualified specialists that provide essential and mandated services to students with disabilities in our rural community schools.

WHEREAS, current underfunding of Special Education Cooperatives thwarts equal access for students with disabilities to quality education in our rural community schools.

BE IT RESOLVED, the BVEC board petitions the School Funding Interim Commission (Commission) to support the special education funding revisions proposed by the State Special Education Cooperative Funding Task Force.

BE IT FURTHER RESOLVED, the BVEC board petitions the Commission to increase monetary investment in Cooperative infrastructure without reducing payments for the Instructional Services Block Grant, Related Services Block Grant, and the Disproportionate Cost Reimbursement.

BE IT FURTHER RESOLVED, the BVEC board petitions the Commission to reject a one-time only supplemental funding by supporting permanent revisions to MCA 20-9-321 proposed by the State Special Education Funding Task Force.

BE IT FINALLY RESOLVED, the BVEC board petitions the Commission to support the revisions in the State Special Education Cooperative Task Force proposal above advocacy efforts for new program entitlements for students outside the current age-range of State funded educational programs (91-21).

BVEC MANAGEMENT BOARD

Chairman

Date

May 19, 2016

Tim Miller
PO Box 187
Stevensville, MT 59870

Dear Tim,

I would like to sincerely apologize to you and the Board for not getting my contract in on time. I have no real excuses. I was not holding off while I looked for other options and have not been actively seeking other jobs. I can say that this has been a demanding year due to an increase in special education referrals that coincided with a decrease in my FTE. During the 2014-15 school year there were only 17 referrals for special education evaluations, during this school year there has been 33. The deadline for tuning in the contract rapidly approached and passed while my focus was on finishing up evaluations for the year. Please accept this letter as my formal appeal to have my contract with the Coop re-instated.

Sincerely,

Cami Hildebrand

DRAFT BVEC 2016-17 CALENDAR

July						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Contract Days: 2
Total Days: 2

Contract Days: 19
Total Days: 21

Contract Days: 20
Total Days: 41

November						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Contract Days: 16
Total Days: 77

Contract Days: 22
Total Days: 99

Contract Days: 19
Total Days: 118

March						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Contract Days: 23
Total Days: 141

Contract Days: 18
Total Days: 159

Contract Days: 22
Total Days: 181

Contract Days: 6
Total Days: 187

****Staff serving more than one district may propose one or two alternative work days for PT Conferences**

Important Dates:

Aug. 18-19 CSCT PIR Days
 Aug. 29-- All Staff PIR, New staff orient
 Aug. 30-- All Staff Meeting AM/Team Mtgs PM
 Sept. 5--Labor Day
 Oct. 20-21--Professional Conference (non-work days YEP)
 Nov 24-27--Thanksgiving Break

Dec 23-Jan. 1--Winter Break
 Feb. 20--President's Day
 April 14-17--Spring Break
 May 29--Memorial Day
 June 1--Staff Meeting
 June 8--Last Day

BITTERROOT VALLEY EDUCATIONAL COOPERTIVE

INTERLOCAL AGREEMENT Adopted by the Cooperative Board on , 2016

THIS CONTRACT, MADE and entered into this 27th day of March, 1995 between and among the following school districts: Stevensville #2, Victor #7, Darby #9, Lone Rock #13 and Florence #15 – 16 and Hamilton #3.

WHEREAS: The districts desire to offer full services to persons requiring special education, said persons defined in section 20-7-401 School Laws of Montana; and compliance with all applicable state and federal laws and regulations; and

WHEREAS, the districts desire to provide these special education services in compliance with all applicable state and federal laws and regulations; and

WHEREAS, sections 20-7-451 through 20-7-456, MCA, provide that school districts may contract with one another to establish a cooperative to perform all education administrative services, activities and undertakings that the school district entering into this contract is authorized by law to perform.

NOW, THEREFORE, the parties hereto, herby establish a full service educational cooperative pursuant to the following mutual covenants and promises:

I. COOPERATIVE'S DUTIES & RESPONSIBILITIES

- A. The Cooperative shall provide assistance in the development and maintenance of special education and mental health programs in all school districts who are parties to this Contract.
- B. The Cooperative shall comprehensively evaluate each child referred to it by ant district that is a party to this contract when such evaluation is not available in said district.
- C. The Cooperative shall assist in the development of an individualized education program or mental health treatment plan for each child requiring the services provided through the Cooperative.
- D. The Cooperative shall assist in providing instructional and support services required by the individualized education program when services are not available in the district.
- E. The Cooperative shall provide the above-mentioned services to all persons between the State mandated ages, who reside within the school districts that are parties of this Contract.
- F. The Cooperative shall at least annually perform the Child Find activities required of the participating districts by State and Federal statute.
- G. The Cooperative shall provide such educational services allowable within the confines of state law and administrative rule as shall be mutually agreed upon via contractual arrangement between one or more member districts and the cooperative management board.
- H. The Cooperative hires all staff to perform services under this Agreement on the basis of merit and qualifications. In addition, there may be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or nation origin by any persons providing services or otherwise performing the terms and conditions of this Agreement.

II. COOPERATIVE POWERS

The Cooperative shall have the following powers:

- A. To sue and be sued, complain and defend, in its Cooperative name.
- B. To purchase, take, receive, lease, take by gift, devise or bequest, or otherwise acquire, hold down, improve, use and deal in and with real or personal property, or any interest therein, wherever situated.
- C. To sell, convey, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets.
- D. Personal property purchased or donated after the enactment of the original contract shall be the property of the Cooperative and upon termination of this contract all property shall be disposed of in accordance with the written instruction of the Cooperative Management board.
- E. To make contracts.
- F. To conduct its affairs, carry on its operations, and have offices in this state.
- G. To make and alter, by resolution of the Cooperative Management Board, by-laws governing the calling and conducting of meetings, and the internal operating procedures of the Cooperative Management Board.
- H. Furthermore, the powers of the Cooperative shall be limited to those activities and functions that any member of this Contract may perform as authorized by 20-7-451 through 20-7-456, M.C.A.

III. COOPERATIVE'S ORGANIZATION

- A. Cooperative's name: The name of this special education cooperative shall be: Bitterroot Valley Education Cooperative.
- B. Duration of Cooperative's Existence: The duration of this Cooperative agreement is perpetual.
- C. The participating districts shall establish a Cooperative Management Board consisting of a representative from each district that is a member of this contract.
- D. Composition of the Cooperative Management Board shall be an elected member from each participating districts' Board of Trustees to represent the participating district on the Cooperative Management Board.
- E. The Cooperative Management Board Chair shall be a rotated position among the cooperative board members. Rotation of the position shall be in alphabetical order of the participating districts beginning with the Florence School District for the 1986-1987 school year. In the event that the Board Chair is unable to preside at a board meeting the immediate past Chair shall assume the role of current Chair. A district representative that has not served at least one (1) year as a member of the Cooperative Management Board will not be eligible to serve as the chair. In the event that the scheduled rotation would be assumed by such a representative the chair shall advance alphabetically to the next district with an eligible representative. The following chair shall be assumed by the district representative passed over by the rotation and thereafter shall advance alphabetically to each district that has not assumed the responsibility of the chair. The rotation cycle shall be perpetual.
- F. The Cooperative Management Board shall have the responsibility to employ staff, assign program responsibility to staff employed, establish program parameters, and generally direct the activities of the Cooperative except for those activities which are established by law to a local district or the prime agency. In addition, the Cooperative Management Board shall adopt operating policies to ensure the smooth and efficient operation of the Cooperative.
- G. Each participating district shall have voting rights on all matters brought before the Board for action. Each participating district's representative shall have one vote in such matters.
- H. The Cooperative Management Board shall recruit and employ a Director. The Board may delegate to the Director any or all of the powers granted to it in Section II of this Contract.
- I. The Cooperative Management Board shall employ sufficient qualified staff to provide the services required by the member districts and this Contract.
- J. The Cooperative Management Board shall employ only those persons whose qualifications equal or exceed those defined under 10.16.1713 Administrative Rules of Montana (hereinafter referred to as the A.R.M.)
- K. The Cooperative Management Board shall meet on a monthly basis to conduct cooperative business. The Board may suspend the ensuing regularly scheduled board meeting by 2/3 vote of the members present.
- L. The Cooperative Management Board shall set policy to be implemented by the Director: comprehensively review the performance of the Cooperative at least annually; review the financial management of the Cooperative at least annually; set and approve the fiscal budget of the Cooperative.
- M. All contracts shall be approved by the Cooperative Management Board.

IV. FINANCIAL ADMINISTRATION

- A. The Office of Superintendent of Schools, Ravalli County shall be designated as the prime agency for this Cooperative, pursuant to section 20-9-701 and 20-3-208, M.C.A. In the event the prime agency desires to terminate its relationship with the Cooperative as prime agency, notification must be presented to the Cooperative Management Board in writing by the March meeting for action to be taken which affects the contract in the ensuing year.
- B. The Prime Agency shall establish a non-budgeted Interlocal Cooperative Fund for the purpose of the financial administration of the Interlocal Cooperative Agreement. All revenues received, including federal, state, local or other types of grant payments in direct support of the Agreement and the financial support provided by cooperating agencies, shall be deposited in such fund. All financial support of the Agreement contributed by a member district may be transferred to the Interlocal Cooperative Fund from any fund maintained by such district by resolution of the trustees and district warrant. Any such transfer to the Interlocal Cooperative Fund shall be used to finance those expenditures under the agreement which are comparable to those that are permitted by law to be made out of the fund from which the transfer was made. No transfer shall be made from the Miscellaneous Federal Programs Fund without the express approval of the Superintendent of Public Instruction.
- C. The Cooperative shall apply directly through the Prime Agency for the Teachers Retirement, Public Employees Retirement, Workman's Compensation, and Unemployment Insurance requirement of the Cooperative based on the annual approved budget. The prime agency shall deposit all revenue directly into the established Cooperative funds rather than into the participating district funds.
- D. The Cooperative Management Board shall have the sole power to expend Cooperative funds beyond the specific authorization found in the Board's resolution. All expenditures in support of the Cooperative shall be made from funds established through the Prime Agency.
- E. The cost for Cooperative services for each participating district shall be based on the percent of services received by the district in relationship to the total services provided through the Cooperative. Each district shall be credited with its annual entitlement of Federal and State monies approved and directly funded by the Office of Public Instruction (OPI) to the Cooperative. Each district shall also be responsible for a corresponding percentage of local funds required to meet the budget approved by the Cooperative Management Board and which is not covered by the state or federal funds from OPI. Local funds will equal, at the minimum, the matching dollars required by the state for the related services block grant.
- F. The direct payment of state and federal monies shall be made in accordance with timelines established by the OPI, and shall be effected by that office. Each participating district shall transfer to the Cooperative its portion of the Cooperative funds not provided for by state funds. Such transfer shall be made by January 1 of the current school year. The aforementioned sums of state, federal and local monies shall be subject to amendment each year at the June Board meeting.
- G. The federal application for part B and Preschool funds will be made by the Cooperative on behalf of its member School Districts.
- H. The Management board shall hire a secretary/clerk for the Cooperative. The clerk will be responsible to maintain budget books, take minutes at Board meetings, perform secretarial duties for the Director, and co-sign warrants.
- I. All warrants issued by the Cooperative shall have two signatures: Clerk and Management Board Chair.
- J. A financial audit by an independent Auditor shall be ordered each year to assure proper expenditure procedures.

V. ADDITION OF A DISTRICT TO COOPERATIVE

- A. Any non-participating school district within the geographic boundary of the Cooperative will be notified annually no later than October 1 of an opportunity to join the Bitterroot Valley Education Cooperative for the ensuing three (3) state fiscal years.
- B. Non-participating districts who wish to join must respond within 60 days.
- C. The Cooperative will allow the addition of a district within the geographic boundaries of the cooperative in accordance with state statute and administrative rule. Such addition shall only be allowed at the December meeting of the Management Board. Notice of application to add a district shall be given to all Management Board members at least ten (10) days prior to the December meeting of the Management Board.
- D. Application to join the Cooperative shall contain:
 - 1. The District's name
 - 2. Anticipated required services
 - 3. District's proposed budget for contracted special education services
 - 4. Application must be signed by the chair of the board of trustees of the applying district

- E. The Cooperative may contract with any district during the fiscal year to provide educational services, if available, to a non-member district. Any such contract entered into shall comply with the terms and conditions herein and shall be for compensation deemed reasonable by the Cooperative.

VI. RENEWAL OF A DISTRICT'S PARTICIPATION

It is agreed that each district participating in the Cooperative will renew every third year of its respective three-year cycle for another three-year commitment unless the district provides the Cooperative with written notice to terminate its participation.

For the purpose of renewal, (and termination as described below) the initiating dates for each participating district's three year commitment have been assigned as follows: ~~Hamilton (1994-95)~~, Florence (1993-94), Victor (1992-93), Stevensville (1991-92), Lone Rock (1990-91), and Darby (1989-90).

VII. TERMINATION OF A DISTRICT'S PARTICIPATION

- A. It is agreed that this contract cannot be terminated during the three-year term specified herein. It is understood and agreed that nothing contained herein shall be construed as giving any party hereto the option of requiring renewal of this agreement, which is restricted specifically to the term hereinafter set forth.
- B. In the event that a member district should desire to discontinue its participation in the Cooperative it shall notify the Cooperative Management Board in writing of the termination and reasons for termination no later than October 1 of the third year of the district's participation.
- C. When a district discontinues its participation in the Cooperative it shall not be entitled to any equipment that was collectively purchased by the participating districts through the Cooperative budget.
- D. The district shall be entitled to retain all equipment purchased through grants written by the Cooperative and funded through the district. The district is not entitled to compensation for any equipment that was purchased through grants written by and funded through the Cooperative. All such equipment shall be retained by the Cooperative and may be sold to the district or left with the district on loan until such time as the Cooperative requests its return. Upon such request the equipment shall be returned to the Cooperative within five working days of the request.

VII. TERMINATION OF THE COOPERATIVE

The Cooperative may be terminated by 2/3 majorities of all the representatives of the Management Board. Such vote shall only be held at the March meeting of said Management Board. Any member of the board may propose termination. Notice of Intention to propose termination shall be sent to each member by the member proposing termination at least ten (10) days prior to the March meeting of the Management Board.