

**YELLOWSTONE-WEST/CARBON COUNTY SPECIAL SERVICES
COOPERATIVE
INTERLOCAL AGREEMENT
REVISED January 15, 2020**

INTRODUCTION, PURPOSE, AND RATIONALE

THIS Agreement is made and entered into this 1st day of July, 2020, between and among: Broadview School District #21J; Blue Creek School District #3; Elysian School District #23; Canyon Creek School District #4; Elder Grove School District #8; Independent School District #52; Morin School District #17; Yellowstone Academy #58; Pryor School District #2, #3; Belfry School District #3; Bridger School District #2; Fromberg School District #6; Joliet School District #7; Luther School District #9-10; Red Lodge School District #1; Roberts School District #5; Molt School District # 12-12; and any additional school districts incorporated into this Agreement at a future date, all referred to hereinafter as the “PARTICIPATING DISTRICTS”.

WHEREAS, the Participating Districts desire to offer a full spectrum of special educational services, as defined in Title 10, Chapter 16, ARM (Administrative Rules of Montana), State Special Education Rules and Regulations, and Sections, 20-7-401 through 20-7-443 MCA (Montana Code Annotated), to all students with disabilities residing in said districts in compliance with all applicable laws and regulations, state and federal; and,

WHEREAS, Sections 20-7-451 through 20-7-457, MCA (Montana Code Annotated), provide that school districts may contract with one another to establish a full service educational interlocal cooperative to perform all special education administrative services, activities and undertakings that the school district entering into this Agreement is authorized by law to perform; and,

WHEREAS, the Participating Districts desire, through the Cooperative, to employ and maintain personnel and facilities to provide those special educational services to students with disabilities who cannot be served by existing programs operated by individual Participating Districts

NOW, THEREFORE, the parties hereto, hereby establish a special education cooperative pursuant to the following mutual covenants and promises:

COOPERATIVE’S POWERS, DUTIES AND RESPONSIBILITIES

- I. The Cooperative shall provide assistance in the development and maintenance of special education programs in the Districts.
- II. The Cooperative shall have the following powers consistent with State Statute:
 - A. To sue and be sued, complain and defend, in its Cooperative name.

- B. To purchase, take, receive, lease, take by gift, devisor or bequest, or otherwise acquire, hold, own, improve, use and otherwise deal in and with real property, or any interest therein, wherever situated.
- C. To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets.
- D. To make contracts and incur liabilities, borrow money at such rates of interest as the Cooperative determines reasonable.
- E. To conduct its affairs, carry on its operations, and have offices in this state.
- F. To make and alter, by resolution of the Management Council, bylaws governing the calling and conducting of meetings, and the internal operating procedures of the Management Council.
- G. To employ professional and other skilled or unskilled personnel as and when the need arises, either on the basis of permanent employment through contractual agreements, or in a temporary or consultative capacity, but only to the extent that funds have been made available to it for the purpose.
- H. To organize and to establish such educational programs for the residents of the Cooperative and shall be approved by the Management Council.
- I. To make joint application for federal and state funds, on behalf of the Districts.
- J. To do what is reasonably necessary to achieve the purpose of this agreement to the extent that such action is within the intent and purpose of this agreement, existing law, and regulations.
- K. The Cooperative shall provide any education services the District is authorized by law to perform which is mutually agreed upon by the affected member Districts and approved by the Management Council.

COOPERATIVE ORGANIZATION

1. The name of this special education cooperative shall be: YELLOWSTONE-WEST/CARBON COUNTY SPECIAL SERVICES COOPERATIVE.
2. Duration of Cooperative's existence: the duration of this Cooperative is perpetual.
3. One representative will be selected by the Board of Trustees from every District to serve on the Joint Advisory Board. Districts without an administrator shall be represented on the Joint Advisory Board by a trustee within the District or the Yellowstone or Carbon County Superintendent of Schools. The term of the representative shall be for one fiscal year, with Districts retaining the option to reappoint representatives to successive terms of office. In case of a vacancy on the Board, the District will appoint another representative from its District to serve on the Board. In the event that any District's Joint Advisory Board representative is unable to fulfill one or more functions of that office due to a conflict of interest or incapacity, that District's Board of Trustees may appoint a person to serve on the Joint Advisory Board during the time in which the conflict or incapacity exists.

4. The Joint Advisory Board shall meet at least twice during the school year.
5. The Joint Advisory Board shall recommend policy to be set by the Management Board; comprehensively review the performance of the Cooperative at least annually, review the financial management of the Cooperative at least annually, and approve the fiscal budget of the Cooperative.
6. The Joint Advisory Board will appoint from its membership seven (7) members to serve on the Management Board. In the case of a vacancy on the Management Board, the Joint Advisory Board will meet within one month of notification of such a vacancy to elect a new member from the Joint Advisory Board to complete the unexpired term on the Management Board.
7. All determinations of the employment of Cooperative staff, expenditures of Cooperative funds, provisions of special education services, and implementation of Cooperative's policy shall be done by the Cooperative's Management Board.
8. The Management Board shall employ sufficient qualified staff to provide the special education related services required by the Districts and this Agreement.
9. The Management Board shall meet monthly for regularly scheduled meetings, and as often for special meetings as the Board determines in necessary.
10. The Management Board shall have the power to:
 - A. Recruit, hire, assign, evaluate, and terminate personnel, including but not limited to directors, assistant directors, school psychologists, speech pathologists, speech pathologist aides, occupational therapists, physical therapists, secretary, business manager, and all others the Management Board determines are necessary to accomplish the responsibilities of the Cooperative.
 - B. Issue contracts for professional services.
 - C. Set policy to be implemented by the Director. The Management Board is responsible for hiring the Cooperative Director for personnel functions, legal affairs and interagency operations.
 - D. Approve expenditure of Cooperative funds.
 - E. Develop an employee handbook or employment rules, regulations and conditions.
 - F. Resolve internal disputes by consensus or majority rule.
 - G. Set and approve the fiscal budget of the Cooperative.

11. The Management Board will provide equal employment opportunities to all persons, regardless of their race, color, religion, creed, national origin, sex, age, ancestry, marital status, military status, citizenship status, physical or mental disability, if otherwise able to perform essential functions of a job with reasonable accommodations, and other legally protected categories. The Management Board will not discriminate based on any legally protected category in its hiring process.
12. If the Cooperative employs teachers, those teachers shall acquire tenure in the same manner as prescribed in Montana law. Tenure for a teacher employed by the Cooperative is acquired only with the Cooperative and not with any Member District.
13. The Cooperative may terminate the services of teachers employed by the Cooperative pursuant to Montana law regarding the termination of tenure and non-tenure teachers.

FINANCIAL ADMINISTRATION

1. The Yellowstone County Superintendent of Schools shall be the prime agency vested with the financial administration of the Interlocal Cooperative Agreement, pursuant to 20-9-701, et.seq., M.C.A., under the terms of this agreement, and shall be responsible for approval and payment of all expenditures involved in implementation and administration of this agreement.
2. Said Prime Agency shall establish funds for the purpose of the financial administration of the agreement. All revenues received, including federal, state, or other types of grant payments in direct support of the agreement and the financial support provided by the cooperating agencies shall be deposited in such funds. All financial support of the agreement contributed by a district may be transferred to the funds from any fund maintained by such District by resolution of the trustees and District warrant. Any such transfer to the funds shall be used to finance those expenditures under the agreement that are comparable to those that are permitted by law.
3. All expenditures in support of the interlocal cooperative agreement shall be made from funds established by the Prime Agency.
4. The Management Board shall have the sole power to expend funds from those established by the Prime Agency.
5. In addition to any money paid directly to the Cooperative by the State Superintendent, Districts may be required to make an additional contribution from their District's general fund toward support of the services they require. This money will be on a payment schedule established by the Management Board.
6. Districts will include retirement costs in their District's retirement budget for Cooperative employees who provide services to their Districts. This money will be paid to the Cooperative on a schedule established by the Management Board.

7. The Director is responsible for the Cooperative's fiscal and business management. To that end, the Director, in conjunction with the Business Manager, shall prepare a budget that supports immediate and long-range goals and established priorities within all areas of instructional, non-instructional, and administrative programs. The final budget shall be approved by the Joint Advisory Board in a timely fashion, following the receipt of final federal and state distributions.
8. The Director shall implement the Cooperative's budget and provide the Management Board with a monthly financial report. The amount budgeted as the expenditure in each fund is the maximum amount that may be expended for that category, except when a transfer of funds is authorized by the Director. All purchasing shall be handled pursuant to Cooperative policy and any administrative regulations.
9. The Director is authorized to direct expenditures and purchases within limits of the annual budget for the fiscal year. The Management Board must approve capital outlay items, when the aggregate total of a requisition exceeds \$50,000, except the Director shall have the authority to make capital outlay purchases without prior approval when necessary to protect the interests of the Cooperative or the health and safety of staff. The Business Manager will establish requisition and purchase order procedures to control and maintain proper accounting of expenditure of funds.
10. The Management Board directs that financial reports of all Cooperative funds be prepared in compliance with statutory provisions and generally accepted accounting and financial reporting standards. In addition to reports required for local, state, and federal agencies, financial reports will be prepared monthly and annually and presented to the Management Board.
11. The Management Board directs that Cooperative audits be conducted in accordance with Montana law. Each audit shall be a comprehensive audit of the affairs of the Cooperative and Cooperative funds.
12. The Cooperative will submit annually, on behalf of its Member Districts, the application for Federal Part B and Preschool Funds. Member Districts will be required to provide, at a minimum, matching dollars to fund the related services block grant.

MEMBERSHIP IN COOPERATIVE – CONTRACT TERMS

Term

It is agreed that the term of Agreement shall be from July 1st through June 30th and each like term thereafter until such time as the participants herein, by mutual consent, choose to discontinue the Agreement or amend the Agreement. Participating Districts of this Cooperative must participate for a term of three (3) years encompassing state fiscal years. Districts that elect to participate shall agree to participate for a period consistent with the term of the existing Agreement. All Member Districts will be notified in July of the last year in their three-year contract cycle of the upcoming automatic renewal for an additional three-year

term if notice is not given of the intent to withdraw prior to the September Management Board Meeting.

Termination of Membership

Notification to withdraw from the Cooperative shall be provided to the Management Board prior to the September Management Board Meeting of the third year of the District's participation. Notice of termination shall be in writing and shall be delivered to the Cooperative Director or the Chair of the Management Board personally or by certified mail. Districts electing to withdraw from the Cooperative at any time other than the termination of the three-year cycle may be held accountable for payment of services which would have been rendered under the terms of the Agreement in full satisfaction of any damages caused to the Cooperative by said termination.

Any property in the possession of the Cooperative and owned by the terminated District shall be returned to the terminated District within thirty days after the effective date of the termination. Any property in the possession of the terminated District and owned by the Cooperative shall be returned to the Cooperative within thirty days after the effective date of the termination. Any money paid to the Cooperative by the District shall be retained by the Cooperative as payment for services already rendered and in full satisfaction of any damages caused to the Cooperative by said termination.

ADDITION OF A DISTRICT TO THE COOPERATIVE

- I. The Cooperative may allow the addition of a District located within its legal boundaries. Such addition shall only be allowed at a meeting of the Joint Advisory Board. Notice of application to add a District shall be given to all members at least ten (10) days prior to the meeting.
- II. Application to join the Cooperative shall contain:
 - A. The district's name
 - B. Anticipated required services
 - C. District's proposed budget for contracted special education services
 - D. Application must be signed by the chair of the Board of Trustees of the applying district.
- III. The Cooperative may contract with any district during the fiscal year to provide special education services, if available, to a non-member district. Any such contract shall comply with the terms and conditions stated herein and shall be for compensation deemed reasonable by the Cooperative.
- IV. Every March, the Cooperative will notify every nonparticipating district within the legal boundaries of the Cooperative of the opportunity to join the Cooperative.

TERMINATION OF COOPERATIVE

- I. The Cooperative may be terminated by majority vote of the Joint Advisory Board. Such vote shall only be held at a meeting of said Joint Advisory 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 meeting of the Board.
- II. If the Joint Advisory Board should terminate the Cooperative, the termination shall be effective at the end of the fiscal year in which the termination occurs. During the period from the termination of the Cooperative until the end of the fiscal year, the Cooperative shall complete its affairs. All property in the possession of the Cooperative and owned by any District shall be returned as soon as reasonably possible to the owner District. Any property owned by the Cooperative shall be liquidated. All money in possession of the Cooperative, including any money generated from the Cooperative-owned property liquidation, shall be distributed to the Districts by the following formula:

$$\frac{\text{Contribution of a District}}{\text{Contribution of all Districts}} \times \text{All Remaining Cooperative Money}$$

REVIEW BY THE SUPERINTENDENT OF PUBLIC INSTRUCTION

In accordance with Section 20-7-454, MCA, the Superintendent of Public Instruction has final approval authority and this Agreement will not be effective until final approval is received and the agreement is filed with the County Clerk and Recorder of the counties involved and with the Secretary of State.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year written.

Approved:

Belfry School District #3

By: _____
Authorized Representative and Title Date

Approved:

Blue Creek School District #3

By: _____
Authorized Representative and Title Date

Approved:

Bridger School District #3

By: _____
Authorized Representative and Title Date

Approved:

Broadview School District #21J

By: _____
Authorized Representative and Title Date

Approved:

Canyon Creek School District #4

By: _____
Authorized Representative and Title Date

Approved:

Elder Grove School District #8

By: _____
Authorized Representative and Title Date

Approved

Elysian School District #23

By: _____
Authorized Representative and Title Date

Approved

Fromberg School District #6

By: _____
Authorized Representative and Title Date

Approved

Independent School District #52

By: _____
Authorized Representative and Title Date

Approved

Joliet School District #7

By: _____
Authorized Representative and Title Date

Approved

Luther School District #9-10

By: _____
Authorized Representative and Title Date

Approved

Molt School District #12-12

By: _____
Authorized Representative and Title Date

Approved

Morin School District #17

By: _____
Authorized Representative and Title Date

Approved

Pryor School District #2, #3

By: _____
Authorized Representative and Title Date

Approved

Red Lodge School District #1

By: _____
Authorized Representative and Title Date

Approved

Roberts School District #5

By: _____
Authorized Representative and Title Date

Approved

Yellowstone Academy #58

By: _____
Authorized Representative and Title Date