STILLWATER/SWEET GRASS COOPERATIVE

INTERLOCAL AGREEMENT

REVISED DATE AUGUST 15, 2023

THIS AGREEMENT, MADE and entered into the 15th day of August, 2023, between and among the following school districts: Absarokee #52C and 52, Big Timber Elementary #1, Columbus #6, Fishtail #13, Greycliff #16, McLeod #29, Melville #5, Nye #31, Park City #5, Rapelje #32, Reed Point #9-9, Sweet Grass County High School #1, and any additional school districts incorporated into this Agreement at a future date, all hereinafter referred to as "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 provide that school districts may contract with another to establish an 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.

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

NOW, THEREFORE, the parties hereby establish/ maintain a special education cooperative pursuant to the following mutual covenant and promises:

COOPERATIVE POWERS, DUTIES, & RESPONSIBILITIES

I. The Cooperative shall provide assistance in the development and maintenance of special education programs in the Participating Districts.

II. The Cooperative shall advise and assist Participating Districts regarding practices for prereferral, referral, evaluation, and identification procedures; evaluation report team procedures; and development of individualized Education programs including positive behavior support plans and aversive treatment plans.

III. The Cooperative shall assist districts in providing instructional and support services required by the individualized education program when services are not available within the Participating District.

IV. The Cooperative shall supply those services which are not otherwise available to students with disabilities in the Participating Districts, that are necessary for the provision of a Free and Appropriate Education (FAPE) under IDEA and Montana Special Education Regulations.

V. The above-mentioned services shall be provided to all children eligible for special education services as defines in federal and state statue who are legal residents of any of the Participating Districts

VI. The Cooperative shall have the following powers, consistent with Montana State Statute:
   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, own, improve, use, and otherwise deal in and with real or personal property, or any interest therein, where 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 within the boundaries in this state.
F. To make and alter, by resolution of the Management Council, by-laws governing the calling and conducting of meetings and internal operating procedures of that Management Council.
G. To employ professional ~~or~~ 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 make joint applications for federal and state funds, on behalf of the Participating Districts.
I. 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.
J. To organize and to establish such educational programs for the residents of the Cooperative and shall be approved by the Management Council.
K. The Cooperative shall provide any education services the Participating Districts are authorized by law to perform which is mutually agreed upon by the affected Participating Districts and approved by the Management Council.

COOPERATIVE ORGANIZATION

I. The name of this special education cooperative shall be: The Stillwater/Sweet Grass Special Education Cooperative.
II. Duration of the Cooperative's existence: The duration of this Cooperative is perpetual.
III. The Management Council shall have the power to:

a. Recruit, hire, assign, evaluate, and terminate personnel.
b. Issue contracts for professional services.
c. Set policy to be implemented by the Director.
d. Approve expenditure of Cooperative funds.
e. Develop and 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.

IV. The Management Council shall consist of seven School Superintendents who will be appointed by their School Boards annually, and two County Superintendents who will be appointed annually by the rural schools in their respective counties. Quorum is defined as five (5)-voting members in attendance.

V. Superintendents from Absarokee, Columbus, Big Timber Elementary, Park City, Rapelje, Reed Point, and Sweet Grass Country High School will each have 1 vote. The County Superintendents will have 1 vote representing their schools.

VI. The Management Council will elect a chairman by majority vote. The chairman will be elected at the last board meeting of the fiscal year.

VII. The Management Council will recruit and employ a Director. The Council may delegate by resolution any or all powers granted to it, herein to the Director.

VIII. The Management Council shall employ sufficient qualified staff to provide services required by this agreement as funds allow.

IX. The Management Council shall attempt to employ only those persons whose qualification equal or exceed the qualifications required by Special Education Rules and Regulations for the State of Montana. The Cooperative retains the right to employ those persons who best meet the needs of the Cooperative. It is agreed, that the Cooperative will not be required to provide services under this agreement in excess of those which may be reasonably provided by the staff established by the Management Council.

X. The Management Council will meet five times annually, plus additional times as deemed necessary by the Council.

XI. The Management Council shall exercise the executive management and administrative control of the Cooperative and its properties, facilities, programs, and the contracted activities and performance of its employees.

FINANCIAL ADMINSTRATION

I. The Stillwater County Superintendent of Schools shall be designated as the Prime Agency for this Cooperative, pursuant to section 20-9-701, et seq., MCA. The Management Council shall designate a responsible person or person's authority to write and sign warrants.

II. The Cooperative will establish a non-budgeted interlocal cooperative fund for the purpose of financial administration of the interlocal agreement. All revenues received including federal, state, or other types of grant payments, in direct support of the agreement and the financial support of the agreement and the financial support provided by cooperative agencies, shall be deposited in such fund. All financial support of the agreement contributed by any 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 and are within the final budget for the fund from which the transfer was made. The determination of program costs will be determined by the service received by each participating district and amount divided among districts receiving services. No transfer will be made from the miscellaneous federal program fund without the express approval of the Superintendent of Public Instruction.

III. All expenditures in support of the Interlocal Cooperative Agreement shall be made from the Interlocal Cooperative fund established by the Prime Agency.

IV. Each county will be responsible to place in the Cooperative retirement fund. The amount is to be calculated by using the ANB of each county to share retirement costs and establish a reserve (Teacher's Retirement, P.E.R.S., Unemployment Division).

V. The Management Council shall have the sole power to expend funds from the Interlocal Cooperative Fund or may by resolution, extend that authority to the Director.

VI. The Management Council shall provide for an audit on a yearly basis.

VII. In addition to any money paid directly to the Cooperative by the State Superintendent, Participating Districts must provide local matching funds at least one dollar for every three dollars of their share of the related services block grant funds to the Cooperative. Participating Districts may also 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 Council.

VIII. The Cooperative will submit annually, on behalf of its Participating Districts, the application for Federal Part B and Preschool Funds. Participating Districts will be required to provide, at a minimum, matching dollars to fund the related services block grant as per 20-9-321(6) MCA.

IX. The Cooperative is authorized to establish a non-budgeted miscellaneous programs fund and a budgeted transportation fund in accordance with Title 20 of the Montana Code Annotated.

TERMINATION OF THE MEMBERSHIP IN THE COOPERATIVE

Districts are obligated to join the Cooperative for a minimum of three state fiscal years. It is agreed that a state fiscal year shall be from July 1st through June 30th. Each year of membership in the Cooperative is automatically extended for another three years. In the event a district does

not want an automatic renewal of its membership, it will notify the Cooperative Director, in writing by October 1, which will result in termination of the districts membership on June 30, of final year of their three year commitment. The district can contact with Cooperative Management Council to renew their membership by February 1, of their final year of commitment to renew for a new three years.

ADDITION OF A DISTRICT TO THE COOOPERATIVE

The Cooperative will allow the addition of a district located in the geographic boundary of the Cooperative. Such addition shall only be allowed at the February meeting of the Management Council. Notice of application to add a district shall be given to all members at least thirty days prior to the February meeting.

Application to join the Cooperative shall contain:

A. District's Name
B. Anticipated required services
C. District's proposed budget for contracted services that include AND for the current year.
D. Application must be signed by the Chairman of the Board of Trustees of the applying District.

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 entered into shall comply with the terms and conditions stated herein and shall be for compensation deemed reasonable by the Cooperative.

The Cooperative shall give annual notification to nonparticipating districts within its geographic boundaries of the opportunity to join the Cooperative by October 1st of each year. Nonparticipating districts shall respond in

writing by December 1st of the current fiscal year of the district's intention to participate in the Cooperative Interlocal Agreement starting for the next fiscal year.

TERMINATION OF THE COOPERATIVE

The Cooperative may be terminated by majority vote of the Management Council. Such vote shall only be held at the February meeting of said Management Council. Any member of the Council may propose termination. Notice of intention to propose termination shall be sent to each member of the member proposing termination at least thirty days prior to the February meeting of the Council.

If the Management Council should terminate the Cooperative, the termination shall be effective at the end of the fiscal year in which termination occurs. During the period from the termination of the Cooperative until the end of the fiscal year, the cooperative shall undertake closure procedures. All property in the possession of the Cooperative and owned by any member district shall be returned as soon as possible to the owner district. Any property owned by the Cooperative shall be liquidated. All monies in the possession of the cooperative, including any monies generated from the cooperative owned property liquidation, shall be distributed to the member district at the same percentage they paid into the Cooperative.

After liquidation, all money in the Cooperative will be distributed to each individual district based on a percentage of the Participating District's contribution to the total contributions of the Cooperative the last year of the Cooperative's existence. The percentages will be based on total dollars contributed on behalf of the state/district dollars received and federal dollars that flow through the Cooperative on the Participating District's behalf.

TEACHER TENURE

Any teacher employed by the Cooperative 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 Participating District.

In the event the cooperative finds the need to employ an accredited resource teacher in an itinerant position, the policy of tenure will be as follows. Whenever a teacher has been elected by the offer and acceptance of a contract for the fourth consecutive year of employment by the Cooperative in a position requiring teacher certification, except as a Cooperative Director or specialist, the teacher shall be deemed to be re-elected from year to year thereafter as a tenure teacher at the same salary and in the same comparable position of employment as that provided by the last executed Contract with such teacher unless the MANAGEMENT BOARD OF THE COOPERATIVE resolves by majority vote of its membership to terminate the services of the teacher in accordance with MCA 20-7-456. The teacher may appeal the decision to the MANAGEMENT BOARD OF THE COOPERATIVE.

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 filled with the County Clerk and Recorder of the counties involved and with the Secretary of State.