



Montana
Office of Public Instruction
Denise Juneau, State Superintendent

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March 21, 2016

Michelle Halberg
Director
Gallatin-Madison Cooperative
P.O. Box 162
Belgrade, Montana 59714

Dear Michelle:

I have had the opportunity to review your revised Interlocal Agreement for the Gallatin-Madison Special Education Cooperative.

The content of your agreement is approved and a copy has been placed on file in my office. Please proceed with the appropriate filings with the affected county clerk and recorder offices and the Secretary of State.

If you have questions, please contact me at 444-4428.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank Podobnik".

Frank Podobnik
Administrator
Division of Special Education



Gallatin-Madison Special Education Cooperative
P.O. Box 162 / 21000 Frontage Rd.; Belgrade, MT 59714
Phone: (406)388-6508; Fax: (406)388-4824

CONTRACT
GALLATIN-MADISON SPECIAL EDUCATION COOPERATIVE
INTER-LOCAL AGREEMENT
Amended and Adopted by the Cooperative Board on March 24, 2016

INTRODUCTION, PURPOSE, AND RATIONALE

THIS Agreement to become effective the **25th** day of **March, 2016**, is between and among Amsterdam School District #75, Anderson School District #41, Big Sky School District #72, Cottonwood School District #22, ***Ennis School District #52**, Gallatin Gateway School District #35, ***Harrison School District #23**, LaMotte School District #43, Malmborg School District #47, Monforton School District #27, Pass Creek School District #25, Springhill School District #20, West Yellowstone School District #69, Willow Creek School District #15-17 and the Office of County Superintendent of Schools in Gallatin County (*** Denotes Madison County**) 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 accreditation standards, 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 an inter-local 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 educational services to students with disabilities who cannot be adequately served by existing programs operated by individual Participating Districts,

NOW, THEREFORE, the parties hereto, hereby establish a Special Education Cooperative, **Gallatin-Madison Special Education Cooperative**, pursuant to the following mutual covenants and promises:



Gallatin-Madison Special Education Cooperative

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SECTION I - COOPERATIVE MANAGEMENT BOARD

The Participating Districts shall create a Cooperative Management Board composed of school officials representing all districts served under this agreement.

The Board of Trustees of each Participating District employing an administrator shall appoint as that District's representative one school administrator to serve as a member of the Cooperative Management Board. The County Superintendent of Schools shall represent Participating District Boards of Trustees of Districts not employing an administrator.

The Board of Trustees of each Participating District shall, through formal action in the form of a resolution, determine the Participating District's representative to the Cooperative Management Board. Each participating Cooperative Management Board representative shall have one (1) vote in all matters pertaining to the operation of the Cooperative, with the exception that schools represented by the County Superintendent shall collectively have one (1) vote.

In the event that any Participating District's appointed Management Board Representative is unable to fulfill one or more functions of that office due to a conflict of interest or incapacity, that Participating District's Board of Trustees may appoint a person to serve on the Management Board during the time in which the conflict or incapacity exists. The person appointed will be an administrator in that district, or another school employee.

The Cooperative Management Board will meet monthly at a location to be determined by the Board. Additional meetings may be called by the President or by any two (2) Participating District's Representatives. The Council may also agree to cancel a monthly board meeting with a simple majority of those members present.

The Cooperative Management Board shall elect a chairperson and vice, from the Board at large by majority vote. These positions will be elected no later than the June Regular Meeting of the Board with the term beginning July 1st.

COOPERATIVE MANAGEMENT BOARD POWERS

The Cooperative Management Board shall have the following powers, consistent with State Statute:

- To recruit, hire, assign, evaluate, and terminate personnel, including, but not limited to Special Education Directors, School Psychologists, Speech-Language Pathologists, Occupational Therapists, Physical Therapists, Executive Assistant, Business Manager/Clerk, and all others the Cooperative Management Board determines are necessary to accomplish the responsibilities of the Cooperative.
- To sue and be sued, complain and defend, in its Cooperative name.



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- 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, whatever situated.
- To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets.
- To incur liabilities, borrow money at such rates of interest as the Cooperative Board determines reasonable.
- To issue contract(s) for professional services.
- To conduct its affairs, carry on its operations, and have offices in this state.
- To make and alter, by resolution of the Management Board of the Cooperative, by-laws governing the calling and conducting of meetings, and the internal operating procedures of the Management Board.
- To set policy to be implemented by the Director(s).
- To set and approve the fiscal budget of the Cooperative.
- To approve expenditure of Cooperative funds.
- To review the financial management of the Cooperative at least annually.
- To develop a staff handbook or employment rules, regulations, and conditions.
- To review the performance of the Cooperative at least annually.
- To resolve internal disputes by:
 - A. Consensus
 - B. Majority rule
 - C. Recognizing the potential that voting may result in a tie, the Participating Districts hereby agree that a tie vote means the motion fails at which time discussion will continue until the issue is resolved by either consensus or a subsequent motion which passes by a majority, or the issue under consideration is dropped from consideration.

The Cooperative Management Board shall recruit and employ as well as have the power to terminate a Special Education Director. The Cooperative Management Board may delegate, by resolution, any or all of the powers granted to it to the Special Education Director.

SECTION II - SERVICES

The Cooperative shall supply those services which are not otherwise available to students with disabilities in the Participating Districts, and that are necessary for the provision of a Free and Appropriate Public Education (FAPE) under IDEA and State Special Education Regulations. Generally, the Cooperative employs individuals who serve children in more than one of the Participating Districts.

The Cooperative may employ the following personnel: School Psychologist(s), Speech-Language Pathologist(s), Occupational Therapist(s), Physical Therapist(s), Para-Educator/SLP-Aid/COTA, Executive Assistant and Business Manager/Clerk, Behavioral Specialists, Orientation & Mobility Specialists.



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Individual districts are responsible for hiring resource teachers, school counselors, deaf and hard of hearing specialists, vision impairment specialists, assessment specialists, and academic specialists. The Management Board may, as part of the budget adoption process, determine that the Cooperative will hire any specialist that would normally be hired by an individual district. If the Cooperative hires a specialist under this provision, such action must be reviewed annually by the Management Board as part of the budget adoption process. An agreement that the Cooperative fund such a position for 1 year does not establish a precedent or an obligation to continue the position in subsequent years.

Cooperative personnel shall, on at least an annual basis, coordinate and be responsible for conducting annual Child Find. The Cooperative shall evaluate each child referred who, following appropriate intervention assistance procedures by the district and/or Cooperative, is suspected of being a child with disabilities as defined in 20-7-401 MCA. Cooperative personnel shall assist Districts and implement practices for pre-referral or other multiple tiered systems of support, referral, evaluation, and identification procedures; Evaluation Report Team procedures; and development and implementation of Individualized Education Programs. The Cooperative shall assist districts in providing instructional and support services required by the Individualized Education Program when services are not available within the district and to the degree defined by the terms of this agreement. The above-mentioned services shall be provided to all students eligible for special education services as defined in federal and state statute who are legal residents of any of the participating districts.

The Cooperative and Member Districts will consider transition needs for students, including students transitioning from Part C services to Part B and those students transitioning to post-secondary services which is consistent with their right to a free and appropriate education.

SECTION III - STAFF

The Management Board is responsible for hiring the Cooperative Director for Personnel Functions, Legal Affairs, and Interagency Operations. The Director, in consultation with the Management Board, will be responsible for the hiring of staff and contracting for professional services to perform the services described in this agreement. 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, use of lawful products while not at work, physical or mental handicap or disability, if otherwise able to perform essential functions of a job with reasonable accommodations, and other legally protected categories.

Cooperative staff hired shall be provided employment benefits in accordance with the policies of the Cooperative.



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TEACHER TENURE

Any teacher employed by the Cooperative shall accrue tenure consistent with 20-7-456 (MCA). Whenever a teacher has been elected by the offer and acceptance of a contract for the fourth consecutive year of employment in a position requiring teacher certification (Special Education/School Psychology), the teacher shall be deemed to be re-elected from year to year thereafter as a tenure teacher at not less than the same salary and the same comparable position of employment as that provided by the last executed contract.

Tenure will be acquired with the Cooperative and shall not extend to any Participating District. The Director shall be responsible for recommending the termination of a tenured teacher employee under 20-4-204 or 20-4-207 (MCA). The Board shall receive any recommendation for termination, hold a hearing, and resolve to terminate the teacher or reject the recommendation. A tenured teacher may appeal a decision to terminate the teacher's employment pursuant to Montana law. Within ten (10) days after tenure teacher receives the statement of reasons for termination, he/she may request, in writing, a hearing before the Cooperative Management Board to reconsider their termination action. When a hearing is requested, the Cooperative Management Board shall conduct such a hearing and reconsider its termination action within ten days of the receipt of request for the hearing. If the Cooperative Board affirms its decision to terminate, the teacher may appeal the decision to the State Superintendent of Public Instruction.

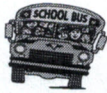
It is further agreed that those Districts receiving instructional services (i.e. Special Education Teacher, Speech-Language Pathologist, etc. From the Cooperative will notify the Cooperative Management Board no later than March 1st of the current fiscal year of their intent to discontinue said services. If notification is not received by the established date, the District commitment to instructional services will automatically renew for the following fiscal year. If a member District who is NOT receiving a particular instructional service wishes to receive that service in the subsequent year, that district must notify the Cooperative by March 1st and have Cooperative Board approval for those services being provided. The District is then obligated for Cooperative costs for provision of said instructional services consistent with the formula of the current Inter-local Agreement at the time of application for services.

SECTION IV - PRIME AGENCY

The Office of the Gallatin County Superintendent of Schools shall be designated as the prime agency for the Gallatin-Madison Special Education Cooperative, pursuant to section 20-9-701 and 20-3-208 (3), et.seq., MCA. In the event the prime agency desires to terminate its relationship to the Cooperative, notification must be presented to the Cooperative Board in writing by the **March 1st of the current fiscal year.**

Said prime agency shall establish a non-budgeted inter-local cooperative fund and miscellaneous federal funds for the purpose of the financial administration of the Interlocal Cooperative 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 cooperating agencies shall be deposited in such funds.

The distribution of program costs will be determined by the Cooperative Board. Said costs will be calculated through a formula which will be established by the Director and Cooperative Board no later than the April



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Board meeting. This funding formula will be in effect for the ensuing school year.

The Participating Districts, and each of them, promise and agree to act as "cooperating agencies" as that term is defined in Section 20-9-701, MCA, and agree to transfer funds to the Cooperative as hereinafter provided.

The Cooperative shall establish a non-budgeted inter-local cooperative fund, a retirement fund, and a miscellaneous programs fund for the purpose of the financial administration of the Inter-local Cooperative Agreement.

Each District will be responsible to place in their Retirement Fund the amount approved by the Cooperative Management Board which establishes each local District's share of retirement costs (Social Security, TRS, PERS). All schools in the Cooperative will budget for and pay their share of Cooperative retirement costs from their own retirement fund to the Inter-local Cooperative Agreement Retirement Fund. The payments will be billed on : December 1st at 50% and April 1st @ 50% and will be due on or before the last day of the month billed.

It is agreed that the member Districts, through the Cooperative, extend the authority of this agreement to include the authority to apply for local district entitlement of the Individuals with Disabilities Education Act (IDEA) Part -B Funds, Preschool Incentive Grant Funds, State Special Education Cooperative Allowable Cost Travel Entitlement and Administrative/Operations and Maintenance Entitlement, or other applicable Federal Funds as part of the Cooperative.

Any grant submitted on behalf of all Districts in the Cooperative must receive prior Cooperative Board approval before submission.

All revenues received, including federal, state, or other types of grant payments in direct support of the inter-local agreement shall be deposited in appropriate funds such as fund 382 or 315 (Coop misc. fund). All financial support of the Inter-local agreement contributed by a participating district may be transferred to the inter-local agreement fund from any fund maintained by such district by resolution of the trustees by district warrant. The Superintendent of Public Instruction may transfer directly to the Cooperative the State and Federal portion of any participating District's budgeted costs for contracted Special Education services. Any such transfer to the inter-local agreement fund shall be used to finance those expenditures under the Inter-local 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. No transfer shall be made from the miscellaneous federal programs fund without the express approval of the Superintendent of Public Instruction.

It is agreed that each Participating District will, and hereby does, contract to provide revenue for the Cooperative. It is agreed that any state monies paid to the Cooperative under this agreement and not obligated or utilized will be deposited in the Cooperative fund balance. Expenditures from the fund balance of more than \$5,000 for a single expenditure or a single contract for service for special education and related services must have prior approval of the Cooperative Management Board. Monies left in the Cash Reserve



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Fund are identified as local monies and will be invested by the County Treasurer to earn interest for the Cooperative and such interest will be placed in the Cash Reserve Fund.

Federal Part B and Preschool monies shall be expended in accord with timelines established in their respective grant applications. Each Participating District will provide, at a minimum, the matching dollars that are necessary for the related services block grant by May Cooperative Board Meeting. Local cost payments schedule for each member school District is : October - @ 50% and February- @ 50%. Costs will be billed the first of the month and will be due on or before the last day of the month billed.

It is agreed that the Participating Districts, through the Cooperative, extend the authority of this contract to include applying for the Individuals with Disabilities Education Act, Part B Funds, or other applicable federal funds, as part of the Cooperative. Any project submitted on behalf of all districts in the Cooperative must receive approval, prior to submission, from the Cooperative Management Board. The federal project funds will be expended from the miscellaneous federal program fund (315) with specific consent of the Superintendent of Public Instruction, as per 20-9-704, Montana Code Annotated.

A financial audit by an independent Auditor selected by the Management Board shall be ordered annually by the Board to assure proper expenditure procedures.

SECTION V - ANNUAL BUDGET

The Director will submit a proposed budget for consideration by the Management Board at the April Board meeting. The budget for the Cooperative is to be approved by June 30th for the ensuing school year. The Director is charged with the responsibility to expend funds on behalf of the Cooperative consistent with the adopted budget. The Director may transfer money between line items. Warrants are to be signed by the Clerk and by Gallatin County Superintendent of Schools. The Director is hereby authorized by the Board to act as its agent and enter into contracts, single major equipment purchases, and reimbursement to districts for up to \$5,000 per single contract, piece of equipment, or district reimbursement. No such contract shall be for a term in excess of one (1) year.

SECTION VI - CONTRACT TERMS

TERM OF AGREEMENT

The duration of the Cooperative is perpetual (10.16.2601 ARM). It is agreed that the term of agreement shall be from July 1st through and including June 30th and each like term thereafter until such time as the participants herein, by mutual consent, choose to discontinue the agreement or amend said agreement. Participating



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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 Inter-local Agreement.

NONDISCRIMINATION (Amended to Add: 3/24/2016):

All parties agree that the hiring of any person to perform any services under this Agreement will be done on the basis of merit and qualifications. All parties further agree and certify that there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by any person providing services or otherwise performing the terms and conditions under this Agreement. Section 49-3-207, MCA.

TERMINATION OF MEMBERSHIP IN COOPERATIVE

Notification to withdraw from the Cooperative shall be provided to the Management Board no later than October 1st 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 Chairperson of the Management Board personally or by registered or certified mail. Districts electing to withdraw from the Cooperative at any time other than the termination of a 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 as soon as possible. Likewise any property in the possession of the terminated district and owned by the Cooperative shall be returned to the Cooperative as soon as possible. Any monies 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 A COOPERATIVE

Any school district located in the geographic boundary of the Cooperative may elect to participate in the Cooperative for special education purposes and shall agree in the Cooperative contract to participate for a period of at least three (3) years, encompassing state fiscal years, consistent with the term of the existing Inter-local Agreement. Districts joining the Cooperative after a current three year term of agreement has been approved by the Office of Public Instruction shall commit to a three year term of membership, renewable annually, until the Cooperative applies for a subsequent three state fiscal year agreement, at which time all participating districts shall be on the same three year membership renewal cycle. Notification of opportunity to join the Cooperative shall be provided annually to nonparticipating districts, regardless of enrollment, who are within the geographic boundary of the Cooperative by October 1st of the current fiscal year. Nonparticipating districts shall confirm in writing to the Cooperative Management Board by December 1st of the current fiscal year the district's intention to participate in the Cooperative Inter-local Agreement for the next fiscal year. Application to become a member of the Cooperative shall be made by a letter signed by the Chairperson of the Board of Trustees of the District proposing membership.



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TERMINATION OF COOPERATIVE

The Cooperative may be terminated by majority vote of the Cooperative Management Board. Such vote shall be at a meeting held by October 1st of the year in which the Cooperative Agreement would be terminated. 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 twenty (20) days prior to the meeting at which the Board would consider the proposed termination.

If the Management Board 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 wind-up its affairs. All property in the possession of the Cooperative and owned by any member district shall be returned as soon as reasonably 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 districts on a prorated basis based on the most current October 1st Office of Public Instruction enrollment report.

SECTION VIII - REVIEW BY THE MONTANA OFFICE 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 hereto have hereunder set their hands and affixed their seals the day and year above written.

Gallatin County:

- #15-17 Willow Creek: *Bonnie Lewer*
- #20 Springhill: *Laura Axtman*
- #22-Cottonwood: *Laura Axtman*
- #25- Pass Creek: *Laura Axtman*
- #27-Monforton: *Dawn Struel*
- #35-Gallatin-Gateway: *[Signature]*
- #41- Anderson: *Scott Maxwell*
- #43- Lamotte: *Lee Burke*



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#47-Malmborg: Laura Artman

#69- West Yellowstone: Mandy M Wallman

#72- Big Sky: Houston Simpson

#75- Amsterdam: Matthew J Dawe

Madison County:

#23-Harrison: Eric Fogel

#52- Ennis: [Signature]