

## COOPERATIVE AGREEMENT FOR THE FINANCING AND OPERATION OF FIR GROVE CHILDREN'S CENTER/VISTA

This Cooperative Agreement by and between the Vancouver Public Schools (hereinafter referred to as "Host District") and the following districts (each hereinafter referred to as "Participating District") provides for the establishment and implementation of Fir Grove Children's Center for grades K-8 (hereinafter referred to as "Fir Grove", and the VISTA Program for grades 9-12 (hereinafter referred to as "VISTA") and operation of the same.

### Participating Districts:

Battle Ground School District No. 119  
Camas School District No. 117  
Castle Rock School District No. 401  
Evergreen School District No. 114  
Longview School District No. 122  
Washougal School District No. 112  
Woodland School District No. 404

It is agreed by and among the several parties hereto as follows:

1. **Mission:**

To provide a continuum of services to students whose unique behavioral needs cannot be met within the resident school district.

2. **Term of Cooperative Agreement:**

The term of this Cooperative Agreement shall be for a period of one year beginning September 5, 2012 and ending June 30, 2013. This Agreement can be renewed from year to year upon mutual written agreement of the parties.

3. **Location of Serving Facilities:**

The Fir Grove/VISTA program will be conducted in VSD facilities located at 2920 Falk Road.

4. **Description of Joint Financing:**

A) Facilities: Facilities' costs will be reflected in per student cost.

B) All participating districts will be expected to provide a prorated share of the required revenue to balance the account at year end before the financial report is due.

1) Procedure: The Host District will prepare an annual budget identifying the total anticipated revenues and specific operational expenses. Expenses will be strictly controlled and reviewed by the Fir Grove/VISTA Administrative Council (see page 2). A financial statement will be prepared for each participating district to show the year-end budget status.

(a) Student Enrollment Hours: Student enrollment hours shall be commensurate with the Host District or by provision directed under the student's Individual Education Program (IEP). Costs reflect a total of 180 school days for each Fir Grove and VISTA student.

- (b) Cost of Operation Defined: Cost of operation shall be the total cost of operating the Fir Grove/VISTA program.
- (c) State Apportionment: The Host District will count the students attending Fir Grove/VISTA on the P223 and P223H and will receive the appropriate state basic education revenue funds.

2) Mental Health Revenues: A potential source of additional funding is mental health revenues. This additional funding will be applied in the following order:

- (a) To pay Fir Grove/VISTA program operational costs of the mental health agency;
- (b) Mental health funds that become available to reduce district bill backs will be prorated among the districts based upon current data according to their percentage of actual FTE program participation for the contracted school.

5. **Participation in the Fir Grove/VISTA Program and Administrative Scope Agreement:**

- A) Participation in the Fir Grove/VISTA Program: Districts participating in the Fir Grove/VISTA Program are provided full rights, privileges, responsibilities, including representation on the Fir Grove/VISTA Administrative Council. Participation entitles the district to receive bill back reductions as specified in this agreement. Out-of-state school districts are not eligible to become participants or to be represented on the Fir Grove/VISTA Administrative Council.
- B) Administration: It is agreed that the administration of the program and facilities of Fir Grove/VISTA shall be vested in the host district which will be charged with the responsibility of conducting the program according to the operational rules and regulations adopted by the host district. The host district will maintain such facilities and provide such programs as required.
- C) Fir Grove/VISTA Administrative Council: It is agreed that there shall be an Administrative Council which will consist of the program administrator for special education from the host district and each participating district except that ESD No. 112 will serve as the sole representative for all districts contained within its Special Education Cooperative, i.e. Green Mountain, Hockinson, La Center, Ridgefield, Kalama, Centerville, Glenwood, Klickitat, Lyle, Roosevelt, Trout Lake, White Salmon, Wishram, Mill A, Mount Pleasant, Skamania, Stevenson-Carson, Toutle Lake, Naselle, and Wahkiakum. The Fir Grove/VISTA Administrative Council shall be responsible for making recommendations to the host district for policies unique to the development and operation of Fir Grove/VISTA. General operating procedures will follow host district policy. The Fir Grove/VISTA Administrative Council is charged with receiving and advising on recommendations from the Fir Grove/VISTA staff, districts, and advisory committees. The Fir Grove/VISTA administrator shall prepare a preliminary budget covering the proposed operation and financing for submission to the Fir Grove/VISTA Administrative Council for their consideration and submission to the participating districts by April 1 and a final budget by June 30 of each school year. The council shall convene during March of each year to review the projected enrollment and participation for the following fiscal year.

**6. Program Access, Eligibility and Retention:**

Program access to Fir Grove/VISTA shall be on a joint participating basis and shall be based upon a fair and equitable distribution as detailed in the rules and regulations adopted by the Fir Grove/VISTA Administrative Council.

Eligible students of any participating district may attend Fir Grove/VISTA, subject to entrance requirements including mental health requirements as established by the Fir Grove/VISTA Administrative Council.

Fir Grove/VISTA will cooperate with the administration and special education staff in the participating school districts for assessment and reassessment, and will maintain continuous student data and follow-up information on all students in compliance with Chapter 392-172-A WAC.

**7. Transportation:**

The participating districts assume all responsibility for all costs associated with transporting their students to and from Fir Grove/VISTA. Program related transportation costs will be assumed as part of the operational costs of the Fir Grove/VISTA program and not by the individual participating districts.

**8. Dispute Resolution:**

It is mutually agreed hereby that whenever an unresolved issue may arise among any of the participating districts of Fir Grove/VISTA, the following appeal procedures will be used:

A) The matter shall first be presented to the Fir Grove/VISTA Administrative Council. In the event of failure to agree at that level, the matter shall be

B) resolved by the council of superintendents of the participating districts by a majority vote.

**9. Entitled Due Process and Citizen's Complaint:**

In the event a due process hearing request or citizen's complaint is filed on behalf of a student from a participating school district, the participating school district remains the local education agency (LEA).

**10. Withdrawal**

In the event that a participating district desires to withdraw from the program such a district desiring withdrawal shall give written notice to all districts and the host district no later than October 1 of the contract year, said withdrawal to be effective on July 1 of the next succeeding year.

**11. Admission of New District:**

Whenever a new district wishes to become a participant in Fir Grove/VISTA it shall submit to the Fir Grove/VISTA Administrative Council, a written proposal based on approved guidelines and procedures established by the Fir Grove/VISTA Administrative Council.

**12. Gifts:**

The host district, on behalf of Fir Grove/VISTA, may receive gifts, cash, equipment, or services from any source whatsoever, contingent to acceptance by the Fir Grove/VISTA Administrative Council and consistent with the host district's procedures.

**13. Amendment:**

This Cooperative Agreement may be amended by mutual written agreement of all parties.

**14. Mutual Termination**

This Cooperative Agreement may be terminated by mutual agreement of the participating districts.

**15. Indemnification:**

The participating districts agree to indemnify and to hold harmless the host district, its officers, agents and employees, from any and all claims and losses resulting from the participating districts' performance of the contract, and from any and all claims and losses resulting to any person who may be injured or damaged by the action and/or conduct of the employees or agents of the participating districts.

The host district agrees to indemnify and hold harmless the participating districts, their officers, agents, and employees, from any and all claims and losses resulting from the host district's performance of the contract, and from any and all claims and losses resulting to any person who may be injured or damaged by the action and/or conduct of the employees or agents of the host district.

**16. Employment Representation:**

During the term of the contract, an employee(s) of the host district may have contact with school children at a public school. Therefore, the host district is prohibited from employing any person who has pled guilty or been convicted of any felony crime involving the physical neglect, injury, death or sexual abuse or exploitation of a minor. Failure of the host district to comply with this section shall be grounds for the participating districts to immediately terminate this contract.

During the term of the contract, an employee(s) of the participating districts may have contact with school children at a public school. Therefore, the participating district is prohibited from employing any person who has pled guilty or been convicted of any felony crime involving the physical neglect, injury, death or sexual abuse or exploitation of a minor. Failure of the participating district to comply with this section shall be grounds for the host district to immediately terminate this contract.

**17. Applicable Law:**

This contract has been and shall be construed as having been formed and delivered within the State of Washington and it is mutually understood and agreed by each party hereto that this contract shall be governed by laws of the State of Washington, both as to interpretation and performance.

**18. Waiver and Severability:**

No provision of this Agreement or the right to receive reasonable performance of any act called for by its terms shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.

If any terms or conditions of this Agreement or application thereof to any person or circumstance are held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.

**19. Whole Agreement:**

The parties acknowledge that they have read and understand this Cooperative Agreement, including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this Agreement together with all appendices constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement. This Cooperative Agreement may be modified or amended in writing with the mutual consent of the parties.

**20. Suspension/Debarment**

The contractor certifies that neither it nor its principals are presently debarred, suspended, declared ineligible, or voluntarily excluded from participation in federal assistance programs under Executive Order 12549. For services provided under this Contract, the contractor shall also certify that it does not contract with any entity or person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in Federal assistance programs or any transactions with a federal department or agency. The Contractor shall maintain evidence of compliance in personnel file or with the subcontractor's documents and certify compliance with this provision upon Contract signature.

Host District:

Vancouver Public Schools No. 37

Evergreen School District No. 114

Superintendent or Designee

Superintendent or Designee

Date

AUG 13 2012

Date

Battle Ground School District No. 119

Longview School District No. 122

Superintendent or Designee

Superintendent or Designee

Date

Date

Camas School District No. 117

Washougal School District No. 112

Superintendent or Designee

Superintendent or Designee

Date

Date

Castle Rock School District No. 401

Woodland School District No. 404

Superintendent or Designee

Debbie Kunen, Special Prog. Dir.  
Superintendent or Designee

Date

Date

8-21-12