

**CENTRAL MONTANA LEARNING RESOURCE CENTER COOPERATIVE
INTERLOCAL AGREEMENT**

Adopted by the Coop Board on July 1, 2021

Amended April 12, 2022

INTRODUCTION, PURPOSE, AND RATIONALE

THIS Agreement to become effective the 1st day of July, 2021 is between and among the following list of school districts and any additional school districts incorporated into this Agreement at a future date, all hereinafter referred to as “Participating Districts.”

AYERS COLONY ELEMENTARY SCHOOL DISTRICT
DEERFIELD COLONY ELEMENTARY SCHOOL DISTRICT
DENTON SCHOOL DISTRICT
GEYSER SCHOOL DISTRICT
GRASS RANGE SCHOOL DISTRICT
HARLOWTON SCHOOL DISTRICT
HOBSON SCHOOL DISTRICT
JUDITH GAP SCHOOL DISTRICT
KING COLONY ELEMENTARY SCHOOL DISTRICT
LAVINA SCHOOL DISTRICT
LEWISTOWN SCHOOL DISTRICT
MELSTONE SCHOOL DISTRICT
MOORE SCHOOL DISTRICT
ROUNDUP SCHOOL DISTRICT
ROY SCHOOL DISTRICT
RYEGATE SCHOOL DISTRICT
SPRING CREEK COLONY ELEMENTARY SCHOOL DISTRICT
STANFORD SCHOOL DISTRICT
WINIFRED SCHOOL DISTRICT
WINNETT SCHOOL DISTRICT

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 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; 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 pursuant to the following mutual covenants and promises:

NAME OF THE ORGANIZATION

The name of this organization will be the “Central Montana Learning Resource Center Cooperative” hereafter referred to as the “Cooperative”. The Cooperative will be a full-service cooperative and as such may provide any and all services allowable under state and federal law. The Cooperative will be the “Prime Agency” with school districts in the Cooperative’s service area who elect to enter into this agreement referred to hereafter as “Participating Districts”.

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.

MANAGEMENT BOARD

The Management Board shall consist of nine representatives, one representative shall be appointed from the Lewistown School District, one representative shall be appointed from the Harlowton School District, and one representative shall be appointed from the Roundup School District; and, one representative shall be chosen at large from each of the six participating counties by the Superintendent of Schools of each County, said representatives shall be appointed to one-year terms. The person appointed shall be an administrator, or a certified/licensed teacher (general education or special education endorsed).

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. The total number of voting members on the Board is nine.

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 Management Board will meet a minimum of 11 times per year. Meeting will be held at CMLRCC’s home-base office, or in one of the participating district’s facilities.

Additional meetings may be called by the Board Chair, Director, or by any two (2) Participating District's Representatives.

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 directors, assistant directors, school psychologists, speech pathologists, occupational therapists, physical therapists, itinerant resource teachers, secretary, clerk, and all others the Management Board determines are necessary to accomplish the responsibilities of the Cooperative.
- To sue and be sued, complain and defend, in its Cooperative name.
- 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 give authority to Director to expend funds up to a \$5,000 limit without board action
- To develop a staff handbook or employment rules, regulations, and conditions.
- The authority to establish by-laws.
- 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.

SECTION II - SERVICES

GENERAL SERVICES

Cooperative personnel shall advise and assist 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. 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 children eligible for special education services as defined in federal and state statute who are legal residents of any of the participating districts.

Individual districts are responsible for hiring resource teachers, school counselors, deaf and hard of hearing specialists, sign interpreters, vision impairment specialists, assessment specialists, and academic specialists, sufficient to serve their special education student population.

INSTRUCTIONAL SERVICES (ITINERANT RESOURCE TEACHER):

Recognizing that not all districts in the Cooperative have enough special education identified children to warrant hiring a full-time resource teacher, the Cooperative will hire itinerant resource teacher(s) to serve districts who have a limited number of children who need instructional services.

It is further agreed that those member districts receiving instructional services (itinerant resource teacher support) will notify the Director by March 1st of the current fiscal year of their intent to continue itinerant resource services and to provide the necessary financial assistance to maintain the instructional staff. If notification is not received by March 1st, the member district's commitment for instructional services will be automatically renewed for the following fiscal year.

Any member district not currently receiving instructional services must notify the Director of the potential need for itinerant resource teacher services by February 1st (for the following school year) and confirm or rescind the request by March 1st of that year. The Management Board will consider the district's request for itinerant resource teacher services at the March board meeting. The Director will notify the district requesting instructional services by April 1st of the Board's decision. If the Board approves the participating district's request, the district is then obligated for the cost for providing instructional services, as determined through the annual budget adoption process.

RELATED SERVICES:

The Cooperative shall provide related services which are not otherwise available to children 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. Related services include speech/language pathology, audiology, occupational therapy, physical therapy, and orientation and mobility, as well as those additional related services delineated in the IDEA such as behavior specialist.

Generally, the Cooperative employs individuals who serve children in more than one of the Participating Districts. 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. However, the cost for the specialist will be paid entirely by the school 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 hire a person for such a position for 1 year does not establish a precedent or an obligation to continue the position in subsequent years.

CHILD FIND AND CHILD COUNT:

Consistent with the Cooperative's Program Narrative, Cooperative personnel, in cooperation with participating member districts, shall be responsible for conducting annual Child Find efforts in each Participating District, which includes screenings and assessments designed to achieve early identification of children with disabilities. The Cooperative shall submit the annual Child Count report to OPI.

SECTION III – STAFF

The Management Board is responsible for hiring the Cooperative Director. 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 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.

EMPLOYMENT BENEFITS

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

TEACHER TENURE

Any teacher employed by the Cooperative shall accrue tenure consistent with 20-7-456 (MCA). 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.

SECTION IV - PRIME AGENCY

Beginning July 1, 2006, the "Central Montana Learning Resource Center Cooperative" began to act as the "Prime Agency" as that term is defined in Section 20-9-701, MCA, under the terms of this agreement, and is vested with the financial administration of this Agreement, and shall be responsible for approval and payment of all expenditures involved in implementation and administration of this agreement.

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 budgeted retirement fund, a non-budgeted interlocal cooperative fund, and a miscellaneous programs fund 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 set forth in “**EXHIBIT A**” shall be deposited in appropriate funds such as fund 382 (Interlocal Cooperative) or 315 (coop misc. fund). All financial support of the Agreement contributed by a participating district may be transferred to the interlocal 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 interlocal agreement 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. 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 as set forth in “**EXHIBIT A**” by the date specified in the stated Exhibit. 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. 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. Should the Management Board determine that matching funds are not needed to support the annual Cooperative budget the Board may waive collection of the required match on an annual basis. If the required match is waived each district shall provide written assurance to the Cooperative that the required match was spent to support special education services in the district. Participating districts will provide up to 100% of the required instructional grant “match” to the Cooperative. The amount (percentage) of the instructional grant match to be paid to the Cooperative will be determined through the annual budget development process.

It is agreed that the Participating Districts, through the Cooperative, extend the authority of this contract to include the authority to apply 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.

COOPERATIVE/LEWISTOWN RELATIONSHIP

“**EXHIBIT B**” provides additional clarification of the relationship between Lewistown School District and the Cooperative.

ANNUAL AUDIT

A financial audit by an independent Auditor selected by the Management Board shall be ordered annually or bi-annually at the discretion of 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 June board meeting. The budget for the Cooperative is to be approved by August 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 the Cooperative Board Chair. 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 - ELECTION OF OFFICERS

At the August board meeting the Management Board will elect one of its members to serve a 1-year term as Board Chair and one of its members to serve a 1-year term as Vice Chair. Officers may be re-elected from one year to the next.

SECTION VII - CONTRACT TERMS

TERM OF AGREEMENT

It is agreed that the term of agreement shall be from July 1, 2021 through and including June 30, 2024 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 Districts of this Cooperative must participate for a term of three years encompassing state fiscal years. Districts that elect to participate shall agree to participate for a period consistent with the term of the existing Interlocal Agreement.

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 of the current fiscal school year, the member district’s commitment will automatically extend for three (3) fiscal years. 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 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. The District terminating membership is not entitled to any of the Cooperative's IDEA Part B and PK "carryover", Medicaid Reserves, or Fund 382 Reserves.

Districts may submit a request to the Management Board to withdraw from the Cooperative at any time other than the termination of a three-year cycle. The Management Board shall hear the request at its next scheduled meeting. In the event that the Management Board approves the withdrawal request, the Management Board retains the sole discretion to require such withdrawing district to make payment for 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. In such event, the Management Board shall give notice of this determination and the withdrawing district's responsibility for payment of services as provided herein. Consistent with the provisions of this agreement, any property in possession of the Cooperative and owned by the withdrawing district shall be returned to the withdrawing district. Property in possession of the withdrawing district and owned by the Cooperative shall be returned to the Cooperative. Monies paid to the Cooperative by the withdrawing district prior to the Management Board's approval of a withdrawal request shall be retained by the Cooperative as payment for services already rendered and shall also be considered as damages caused by such withdrawal in addition to any other financial responsibility determined. A district who withdraws from the Cooperative with the approval of the Management Board outside of the three-year cycle are not entitled to any of the Cooperative's IDEA Part B and PK "carryover", Medicaid Reserves, or Fund 382 Reserves

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 years, encompassing state fiscal years, consistent with the term of the existing Interlocal 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 1 of

the current fiscal year the district's intention to participate in the Cooperative Interlocal 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.

TERMINATION OF COOPERATIVE

The Cooperative may be terminated by majority vote of the 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.

EXHIBIT "A"

COOPERATIVE REVENUE

The Cooperative shall receive the following revenues on behalf of all Participating Districts:

- Federal IDEA Part B
- Federal IDEA Preschool
- State Special Education Related Services Block Grant
- District Related Services Block Grant Match

- District Instructional Block Grant Match (up to 100%)
- State Special Education Cooperative Allowable Cost Travel Entitlement and Administrative/Operations and Maintenance Entitlement
- Medicaid Direct Billing reimbursements (occupational, physical, speech therapy and school psychologist service)
- Medicaid Administrative Claiming generated by the Cooperative

PARTICIPATING MEMBER ASSESSMENT FORMULA

The recent history of the CMLRCC indicates that expenses to operate the Cooperative may exceed the revenue received from the above referenced sources. Should the revenue from the above referenced sources not be sufficient to operate the Cooperative the Board will implement the following assessment formula:

Each Participating District will be assessed the amount needed to achieve a balanced budget. Such assessment will be based on the Participating District’s October ANB count for the previous year compared to the ANB count of the Cooperative as a whole. (See the following example, which presumes a total assessment of \$100,000.) Such an assessment would be due and payable to the Cooperative on December 1st.

School	Prior Year ANB	Percentage of ANB Total	Assessment Share
Lewistown	1159	0.40	\$40,397.35
Deerfield Elementary	15	0.01	\$522.83
Grass Range	70	0.02	\$2,439.87
King Colony Elementary	9	0.00	\$313.70
Moore	79	0.03	\$2,753.57
Roy	36	0.01	\$1,254.79
Denton	40	0.01	\$1,394.21
Spring Creek Colony	5	0.00	\$174.28
Winifred	111	0.04	\$3,868.94
Ryegate	48	0.02	\$1,673.06
Lavina	57	0.02	\$1,986.75
Stanford	118	0.04	\$4,112.93
Hobson	119	0.04	\$4,147.79
Geyser	37	0.01	\$1,289.65
Roundup	549	0.19	\$19,135.59
Melstone	69	0.02	\$2,405.02
Winnett	66	0.02	\$2,300.45

Harlowton	259	0.09	\$9,027.54
Judith Gap	18	0.01	\$627.40
Ayers Elementary	5	0.00	\$174.28
Total:	2869	1.00	\$100,000.00

BUDGET BALANCES

It is the intention of the Cooperative to maintain minimum end of year (June 30th) fund balances as follows:

- 35% of the Federal/IDEA B annual allocation (Fund 315)
- 35% of annual State allocations and Local contributions (Fund 382)
- 15% of the Retirement fund annual budget (Fund 314)
- Medicaid rules state that districts/coops are subject to audit for up to 7 prior years. Recognizing that the Cooperative may have to refund money following an audit, the Cooperative therefore will retain a minimum reserve equal to a full year's revenue.

The balances referenced above are minimum dollar amounts the Coop should try to maintain. When developing the annual operating budget for the Coop, the Director shall present a budget that is "revenue neutral". Recognizing that the current carryover and reserve(s) will exceed the minimum balances referenced above, the Director may recommend using carryover and reserve funds as long as the fund balances do not fall below the minimums referenced above. At the point the Coop needs additional revenue to maintain the minimum carryover and reserve(s), member districts will pay an "assessment" on a prorated basis (prior year's October ANB count) in order to achieve a revenue neutral budget.

EXCESS REVENUE

In any year in which the Coop does not expend the entire revenue from the Federal IDEA Part B and Preschool (315) allocations, and/or the full revenue from State and Local sources (382) the excess revenue will be used to increase the carryover and/or reserves to:

- IDEA carryover up to the maximum allowed by the OPI (100% of the annual allocation)
- State reserves up to 100% of the annual allocation(s)

Should IDEA carryover and/or State reserves reach 100% of the annual allocation the Cooperative will refund to each member district a proportionate share of the excess revenue in the form of a reduction in the member district's contribution/assessment for the following year's Coop budget. The proportionate share will be a percentage based on each District's prior year's October ANB count (see the allocation table example above).

REVERSION

If, at fiscal year-end, an individual District's special education allowable cost expenditures do not equal or exceed the amount of special education instructional and related services block grant funds plus required local match, the District hereby agrees to contribute their unspent balance to the Cooperative to prevent "reversion". This revenue will be deposited in the Cooperative reserve.

MEDICAID

Direct Billing Reimbursement - Revenue generated from direct billing of occupational, physical, and speech therapy, orientation and mobility services, and school psychologist services will remain with the Cooperative.

Medicaid Administrative Claiming (MAC) – All revenue generated by participating districts (under MAC) will be paid directly to the individual district by the State. The Coop will retain the MAC revenue it generates.

Transportation – All revenue generated under the Medicaid Transportation program shall be reimbursed to the individual district that generated the reimbursement. However, a District may elect to have the Cooperative retain their Medicaid Transportation reimbursement.

PRESCHOOL PROGRAM

Federal Part B Preschool revenue for each Participating District shall be received by the Cooperative. The revenue will be used to fund a portion of each district's preschool program. Preschool revenue will be prorated between each district based on the October child count. Each district will serve preschool students within their district. The district is responsible for the full cost of serving the student beyond services for speech, occupational, and physical therapy.

EXTENDED SCHOOL YEAR SERVICES (ESY)

The Cooperative shall pay the costs of occupational, physical, and speech therapy for all districts' ESY programs, provided decisions regarding ESY services have been approved by the Cooperative Director as part of the individual student's IEP development process. Individual districts are responsible for the cost of resource teachers, paraeducators, and all other personnel costs beyond OT, PT, and Speech/Language services. Upon request by the Participating District's representative, the Director shall assist the district to design and implement the district's ESY program.

RISK POOL DESCRIBED

Money in IDEA carryover and State and Local reserves (above the minimum reserve and carryover amounts established in a previous section of this agreement) and which are not needed to achieve a balanced annual Cooperative budget, may be considered a "risk pool".

A participating district may apply for financial assistance to cover costs that were unknown/unanticipated prior to adoption of the district's budget in August. Use of the risk

pool funds will be board approved and be used for the remainder of the school year only. Following are examples of costs which may be appropriately funded through the risk pool:

- Purchase of assistive technology equipment for a student who moved into the district after the district’s final budget has been adopted in August.
- Teacher and Specialist training for working with children with Autism or other high impact disabilities.

Application to use these funds must be made through the Director. Recognizing that each District may use their “tuition fund” to cover the cost of a high needs student, the Cooperative will not use IDEA Carryover or Reserves to pay for additional district personnel.

EXHIBIT “B”

In exchange for use of office space in the Lewistown School District, the Cooperative agrees to pay a portion of the heating and lighting utilities and custodian wages for the operation of the Lincoln Building. The value of the exchange of services referenced here is subject to review as part of the annual budget adoption process.

Lewistown Public Schools reserves the right to provide an alternative location should they determine that they need to use the Lincoln Building for other purposes. Should Lewistown ask the Cooperative to vacate the Lincoln Building the Cooperative reserves the right to secure appropriate office space at a location other than property owned by the Lewistown School District.

EXHIBIT “C”

Recognizing the need for itinerant resource teacher services will vary from year to year, the Cooperative will use a formula to determine the amount of resource teacher time each individual district will need in order to meet the minutes of instructional services provided for in students’ IEPs in that district. The Director will develop a formula which may change from one year to the next. The formula is only a guide – there are circumstances that must be considered when determination the allocation of resource teacher time that cannot be fully reflected in a formula. The Cooperative reserves the right to determine the final amount of instruction FTE to allocate to each district.

The Undersigned authorized representative of the participating District indicates by his/her signature agreement to the terms of the Central Montana Learning Resource Center Cooperative Interlocal Agreement.

SCHOOL DISTRICT

NAME, Chairperson

Date