

EDMONDS SCHOOL DISTRICT NO. 15
OFFICE OF SUPERINTENDENT

Date Submitted: March 13, 2008
Date of Board Meeting: April 8, 2008

MEMORANDUM

TO: Board of Directors X Single Reading (Action Recommended)
FROM: Nick Brossoit _____ First Reading (No Action Recommended)
Superintendent _____ Second Reading (Action Recommended)
SUBJECT: Resolution #08-12: Interlocal Cooperative Agreement with NW Educational Service District #189 for Educational Services at the NW Regional Learning Center

RECOMMENDATION:

Approve Resolution #08-12, authorizing the Superintendent to enter into an Interlocal Cooperative Agreement with NW Educational Service District #189 for Educational Services.

BACKGROUND:

This agreement is established to provide special education programs and services at the NW Regional Learning Center for students from participating school districts with severe behavior disorders. This educational setting has been determined by a multidisciplinary team to be the appropriate placement for the student. Edmonds School District will be responsible for paying for costs in excess of revenue received by the serving district. The district currently has 3 students enrolled in the program, and anticipates having 5 students enrolled in the 2008-09 school year.

RATIONALE:

RCW 28A.320 and RCW 39.34, the Interlocal Cooperative Act, permit the District to establish interlocal cooperative agreements with other districts. This agreement provides the framework for special education services.

Submitted By: Katy Wysocki
Dr. Katy Wysocki, Program Director

Approved By: Ellen H Kahan
Dr. Ellen Kahan, Assistant Superintendent

APPROVED

APR 08 2008

EDMONDS SCHOOL DISTRICT
BOARD OF DIRECTORS

RESOLUTION NO. 08-12
EDMONDS SCHOOL DISTRICT NO. 15
SNOHOMISH COUNTY, WASHINGTON

AUTHORIZE INTERDISTRICT COOPERATIVE AGREEMENT
WITH NW EDUCATIONAL SERVICE DISTRICT #189

WHEREAS, RCW 39.34, the Interlocal Cooperative Act, provides for interlocal cooperation between governmental agencies;

WHEREAS, the NW Educational Service District #189 agrees to provide certain special educational services to the District.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District No. 15, Snohomish County, as follows:

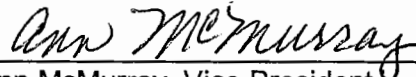
1. That a joint cooperative by and between Edmonds School District No. 15, and the NW Educational Service District #189, be formed as an interlocal cooperative for the purpose of providing special education services for member districts.
2. That the Superintendent or designee of Edmonds School District No. 15, Snohomish County, Washington, is hereby designated as representative to the interlocal cooperative, and the Superintendent or designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

ADOPTED by the Board of Directors of Edmonds School District No. 15, Snohomish County, Washington, at a regular meeting thereof this 8th day of April.

EDMONDS SCHOOL DISTRICT NO. 15
BOARD OF DIRECTORS

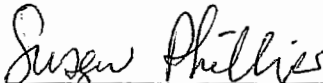


Susan Paine, President

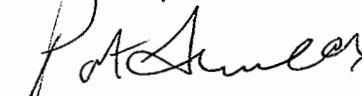


Ann McMurray, Vice President

Gary Noble, Director

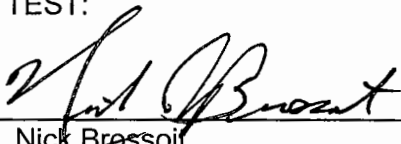


Susan Phillips, Director



Pat Shields, Director

ATTEST:



Dr. Nick Brossoit

NORTHWEST REGIONAL LEARNING CENTER COOPERATIVE INTERLOCAL COOPERATIVE AGREEMENT

I. INTRODUCTION

WHEREAS, legislatively approved staffing ratios preclude the resident districts from generating sufficient staff to meet the needs of disabled students;

WHEREAS, cooperative student enrollments provide a more efficient and economical basis for managing and implementing special education programs;

WHEREAS, districts have chosen to avoid unnecessary duplication of unusually expensive programs and rather choose to try to free up resources to provide educational programs not otherwise available;

WHEREAS, Northwest Educational Service District 189 (herein also referred to as "NWESD") has historically provided special education services on a cooperative basis;

WHEREAS, various school districts (hereinafter referred to as "Districts") in Washington have requested that NWESD provide special education services for their students; and,

WHEREAS, RCW 39.34 and RCW 28A.310.180, and Substitute House Bill 1211 adopted by the 1993 Washington Legislature, authorize the school districts and educational service districts to join together to engage in various activities, including having the educational service district provide cooperative special education services.

NOW THEREFORE, a cooperative is hereby created wherein NWESD will provide special education services to the Districts which are signatories to this Agreement, according to the terms and conditions contained herein.

II. NAME/PURPOSE

The name given to this cooperative is Northwest Regional Learning Center. The general purpose of this Agreement is the formation of a cooperative to provide special education programs and services to disabled students with severe behavior disorders of the Districts as authorized by the aforementioned statutes and/ or other applicable laws.

III. MEMBERSHIP

Membership in this cooperative requires all members to sign this Interlocal Agreement. "District" shall hereafter refer to districts that have signed the Interlocal Agreement for the current program year and agree to be financially responsible as a cooperative member for the program costs.

V. FINANCING/COSTS/RATES

The students served by this program are residents of their respective District, and accordingly, it is acknowledged that each District retains the responsibility to provide an appropriate public education for them. Each District participating in this cooperative commits to pay to NWESD an amount sufficient to reimburse NWESD the total cost of operating this cooperative for the students it sends. This will be done in the following fashion:

- A. By May 1, 2008, and every May 1 thereafter for following program years, Districts will be asked to identify those students they intend to send to this program the next fall. The program budget

will be developed based on this information and will include indirect costs. Such budget will annually be submitted to the Advisory Council.

- B. Districts with students placed in the program will be billed a per-student amount to cover basic program costs. That amount is initially estimated to be \$20,750 per FTE per program year, or \$115 per day, both figures based on an average program enrollment of 46 students. FTE is based on the number of days a student is enrolled in the program. The estimated program length is six and one-half hours per day, five days per week, for a 180-day program. Estimated costs will be billed periodically, as determined by NWESD 189. As appropriate, the estimates will be compared to actual costs, and actual costs will be billed, crediting estimated costs already billed/paid.
- C. In the event participation in the program is significantly below projections as identified in paragraph A above, the Advisory Council will be convened by November 15 to consider modifying the steps outlined in paragraph B above.

V. ADVISORY COUNCIL

An Advisory Council consisting of the superintendent of each participating District, or his/her designee, is hereby created. The purpose of such Council is to monitor the performance of this Agreement, amend this Agreement (with concurrence of all parties affected), and terminate this Agreement as provided in Section IX.

Activities of the Advisory Council shall take place as needed, called by a majority of its members or by the Superintendent of NWESD, or his/her designee. Decisions by the Advisory Council will be made by a vote of greater than fifty percent (50%) of a quorum. A quorum is defined those representatives attending an Advisory Council meeting, providing adequate prior notice was provided to each District superintendent.

VI. RIGHTS AND OBLIGATIONS OF NWESD

In accordance with this Agreement, NWESD shall:

- A. Operate a self-contained special education program for disabled students who manifest severe behavior disorders.
- B. Recruit, employ, and supervise staff required to adequately operate the program. All staff for the cooperative shall be employed by NWESD and shall be subject to the policies and rules and regulations of the Board of Directors of NWESD.
- C. Contract for staff each year according to the total number of students participating Districts have identified the prior spring, as identified in Section IV.A. When the number of students enrolled in the program exceeds the level that can be reasonably accommodated by existing staff, additional staff may be hired as necessary.
- D. Contract or subcontract with any person or entity to provide services needed to operate the cooperative program.
- E. Develop consistent procedures for students entering into and exiting from the cooperative program.

- F. Coordinate interdistrict and interagency services and agreements required to implement educational plans and programs.
- G. Coordinate transportation, supportive services, and emergency services as needed. Related services for students will be based upon IEP designated needs. In those instances where specific students require extensive related services (1:1 instructional aides, OT, PT, SLP, and other services) beyond the level generally available through the program, extraordinary costs incurred will be billed as additional costs to the basic program costs as appropriate to the district.
- H. Coordinate program and resident District personnel in accomplishing assessments, IEPs (to include resident District participation), and a full continuum of services for students.

VII. RIGHTS AND OBLIGATIONS OF THE DISTRICTS

Each participating District acknowledges that by entering into this Interdistrict Cooperative Agreement it is causing financial commitments by other parties, and therefore, agrees not to terminate prior to the expiration date without the consent of NWESD and any other party to this Agreement who would thereby suffer financially. In the event of such unilateral termination without consent, the terminating party agrees to indemnify all other parties from any financial loss that results from such termination.

Additionally:

- A. Each District acknowledges that Chapter 28A.155 RCW, Chapter 392-172A WAC, and Public Law 105-17 impose responsibilities on each resident District and that those responsibilities are not distinguished by delegation, in part or in total, under this Agreement.

To this extent, it is understood and agreed between the parties hereto that the purpose and intent of this Agreement is that NWESD provide cooperative services for the special education program being conducted by the resident District for the students within the District who otherwise qualify for such special education services. The resident District shall retain the responsibility to:

1. assure their particular students are receiving an appropriate education;
2. comply with all provisions as requested by Chapter 28A.155 RCW, Chapter 392-172A WAC, and Public Law 105-17 (IDEA); and,
3. incorporate Chapter 392-172A WAC and Public Law 105-17 (IDEA) required policies.

VIII. DISPUTE RESOLUTION

Disputes arising out of this agreement, excluding indirect and administration costs, shall be resolved in the following fashion:

- A. if the dispute is between participating districts, then the disputing parties will present their arguments first to the Director of Special Programs and Services of NWESD to make a determination. If need be, it may then be referred to the Superintendent of NWESD; and,

- B. if the dispute is between a participating district(s) and NWESD, then the participating districts will appoint someone to represent them, NWESD will appoint someone to represent it, and those two parties will appoint someone as a third representative; decisions will be made by a vote of the majority of the representatives.

IX. SUSPENSION AND DISBARMENT

The parties to the Agreement certify, and each relies thereon in execution of this Agreement, that their entity nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment; and similar positions). Further, each party agrees to provide the other(s) immediate written notice if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. Each party's certification via the execution of this Agreement is a material representation of fact upon which each party has relied in entering into this Agreement. Should either party determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, it may terminate this Agreement in accordance with the terms and conditions therein.

X. TERMS OF AGREEMENT/TERMINATION

For any individual District, this Agreement begins with the 2008-09 school year and shall be automatically renewed each year unless written notice of termination is provided to the NWESD Superintendent on or before March 15 of the year preceding the year of intended termination.

The Advisory Council can vote, by a majority of a quorum (defined in Section V), to discontinue operating the cooperative program, with said discontinuance to be effective August 31 of the year of the decision; however, no termination decision can be made later than April 1 before the date of termination.

XI. DISTRIBUTION OF ASSETS ON TERMINATION/DISSOLUTION

All assets acquired by NWESD and placed in service for the cooperative during this Agreement shall remain the property of NWESD. Any asset acquired by a resident District and used in the program, because a program component is situated within the resident district, will remain the property of the individual District.

XII. ASSIGNMENT/WAIVER/SEVERABILITY

No rights or responsibilities required or authorized by this Agreement can be assigned by any party hereto unless otherwise allowed in this Agreement.

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

If any term or condition of this Agreement or application thereof to any person or circumstance is

