

RESOLUTION NO. 15-51
OF EDMONDS SCHOOL DISTRICT No. 15
SNOHOMISH COUNTY, WASHINGTON

AUTHORIZE INTERLOCAL COOPERATION AGREEMENT
WITH SNOHOMISH SCHOOL DISTRICT

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

WHEREAS, Snohomish School District agrees to provide special education services to the District where both districts have determined the program to be the appropriate placement for the student.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District #15, Snohomish County, as follows:

1. That an interlocal cooperation agreement be formed between the Edmonds School District #15 and the Snohomish School District.
2. That the Superintendent or designee of Edmonds School District #15, Snohomish County, Washington, is hereby designated as representative to the interlocal cooperation agreement, 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 #15, Snohomish County, Washington, at a regular meeting thereof this 13th day of October, 2015.

Edmonds School District No. 15
BOARD OF DIRECTORS
Snohomish County, Washington

Diana White, President

Kory DeMun, Vice President

April Nowak, Legislative Representative

Gary Noble, Director

Ann McMurray, Director

ATTEST *A. A. A.*

Dr. Nick Brossoit
Secretary to the Board of Directors

SNOHOMISH SCHOOL DISTRICT SNOHOMISH, WASHINGTON

AGREEMENT FOR INTERDISTRICT COOPERATIVE EDUCATIONAL SERVICES FOR HANDICAPPED CHILDREN

This agreement is entered into by SNOHOMISH SCHOOL DISTRICT NO. 201 (*Serving District*) and Edmonds School District No. 15 (*Resident District*) and provides as follows:

1. Both the Serving District and Resident District Boards of Directors have by resolution granted authority to their representatives to execute this Agreement and agree that this interdistrict cooperative arrangement is desirable to provide educational programs not otherwise available, and/or to avoid unnecessary duplication of specialized or unusually expensive programs or facilities.

2. Services will be provided during the 2015 – 2016 school year, for 176 school days, according to the Serving District calendar and program schedules. The estimated number of students to be served in this cooperative is:

1	Edmonds School District No. 15
1	Granite Falls School District No. 332
3	Marysville School District No. 25
1	Mercer Island School District No. 400
1	Monroe School District No. 103
1	Shoreline School District No. 412
1424	Snohomish School District No. 201

3. Services will be provided for one or more students of the Resident District as mutually agreed to by the authorized representatives of both districts. The Serving District reserves the right to unilaterally determine whether or not it will serve any individual student or category of students from the Resident District.

4. The Serving District will claim and receive basic education funding. The resident district will claim and receive special education funding.

5. The Resident District is responsible for providing transportation services for its resident student(s) to and from program location in the Serving District.

6. The Resident District agrees to share the burden of any program costs in excess of the categorical funding available from state and/or appropriate federal sources.

7. The Resident District will be charged per student handicapping condition identified on Appendix A to defray expenses (including indirect costs). FTE's will be figured on a monthly basis. In addition to said charge, expenses incurred by the Snohomish School District for specific, individual services required by out-of-district students will be billed directly to the Resident District. Such charges will be negotiated prior to additional services being provided. Substitute interpreters or para-educators are not considered additional services and will not be subject to pre-approval by the Resident District. If substitute costs become extensive, the Resident District will be notified. Billing for unfunded direct costs may include, but are not limited to, the following:
- a) Pro-rated shares of un-funded direct costs of the particular program (i.e., program 21) or class (e.g., DD) in which Resident District students are enrolled;
 - b) Extraordinary costs beyond the funding support level for direct services required for a particular Resident District student;
 - c) Services provided at the request of the Resident District for its students beyond levels customarily provided by the Serving District for students with similar handicaps; and,
 - d) Any costs resulting from unilateral termination of the Agreement by the Participating District during the 2015 - 2016 school year.

In the event that students enter or leave the Serving District program during the course of this Agreement, any un-funded excess cost billings to the Resident District will be appropriately prorated.

8. Billings to the Resident District, if any, will conclude as soon as possible to the close of the school year in order to be paid to 2015 - 2016 budget accounts.
9. The prospective lower tier participant certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective lower tier participant shall provide immediate written notice to **Snohomish School District Purchasing Department, 1601 Avenue D, Snohomish, WA 98290** if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Should the prospective lower tier participant enter into a covered transaction with another person at the next lower tier, the prospective lower tier participant agrees by signing this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The prospective lower tier participant will do this by:

(a) Checking the federal System for Award Management (SAM); or

- (b) Collecting a certification from that person if allowed by this rule; or
- (c) Adding a clause or condition to the covered transaction with that person.

The prospective lower tier participant agrees by signing this agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10. All assets acquired by the Serving District and placed in service for the cooperative during the Agreement shall remain the property of the Serving District. The Resident District will retain ownership of any equipment it directly acquires for the specific use of its students in the cooperative.
11. Both parties to this Agreement will announce their intention whether or not to continue this cooperative for the succeeding school year no later than May 1, 2016.
12. The Resident District agrees to send an authorized representative to all required Multi-Disciplinary Team (MDT) and Individualized Education Program (IEP) meetings annually scheduled within the Serving District.
13. The Serving District will provide sufficient data for the Resident District to determine independently whether or not it is providing a Free Appropriate Public Education (FAPE) for its students served within the Serving District. The Resident District retains the obligation to conduct any due process or citizen complaint proceedings granted by state and/or federal regulations to its parents/students.

References: RCW 28A.335.160
RCW 28A.155.040

Serving District Resolution No. 14-09 Attached

Snohomish School District No. 201

By _____

10-14-15

William A. Mester, Ph.D., Superintendent

Date

School Board approval date: _____

Edmonds School District No. 15

By _____

10/13/15

Nick J. Brossoit, Ed.D., Superintendent

Date

School Board approval date: 10/13/15

Consent 1.

Board Agenda

Miscellaneous consent

Meeting Date: 10/13/2015
 Submitted By: Mark Finley
 Submitted For: Jean Mirabal

Information

Subject

Interlocal Cooperation Agreement with Snohomish School District No. 201 for Special Education Services, Resolution No. 15-51

Recommendation

Approve Resolution No. 15-51 authorizing the Superintendent or designee to enter into an Interlocal Cooperation Agreement with Snohomish School District No. 201 to provide special education services.

Background

This is a continuation of the agreement with Snohomish School District providing special education services as the serving district for one student residing in the Edmonds School District. Both resident and serving districts have determined this to be the appropriate placement for the student. Edmonds School District will be responsible for paying for costs in excess of revenue received by Snohomish School District. Edmonds receives special education apportionment revenue, and will apply for safety net funding to offset costs.

Fiscal Impact

Fiscal Year: 2015-16
 Amount Requested: \$102,599
 Source of Funds: State Sp Ed
 Account Code: 2100-27-7010-097-3040-000

Fiscal Impact:
 See attached cost detail.

Attachments

Resolution No. 15-51