

Consent 2.

Board Agenda

Miscellaneous consent

Meeting Date: 05/24/2016

Submitted By: Mark Finley

Submitted For: Jean Mirabal

Information

Subject

Interlocal Cooperation Agreement with Various Washington State School Districts for Special Education Services for Special Needs Children, Resolution No. 16-30

Recommendation

It is recommended that the Board of Directors adopt Resolution No. 16-30 renewing the Interlocal Cooperation Agreement for special education for a five-year period, beginning with the 2016-2017 school year and expiring at the end of the 2020-2021 school year.

Background

The purpose of the Interlocal Cooperation Agreement is to provide special education programs services to students from other districts. The resident district is responsible for all excess costs of their students' programs. The cooperative currently serves 46 students from other districts. A copy of Resolution 16-30 and the Interlocal Agreement are attached.

Fiscal Impact

Fiscal Year: 2016-17

Amount Requested:

Source of Funds:

Account Code:

Fiscal Impact:

It is anticipated that the interlocal cooperation agreement will generate revenue of approximately \$1,770,000 in 2016-17. This revenue offsets the cost of providing special education services to students that reside in other districts.

Attachments

[Interlocal Cooperation Agreement](#)

[Interlocal Cooperation Board Resolution 16-30](#)

Form Review

Inbox
Student Services Exec Director

Reviewed By
Jean Mirabal

Date
05/17/2016 10:28 AM

9/6/2016

Print Board Agenda Request Form

Bus Serv - Tech Review - Manny Juzon
Business & Operations Exec Dir
Superintendent's Office
Form Started By: Mark Finley
Final Approval Date: 05/18/2016

Manuel Juzon	05/18/2016 07:16 AM
Stewart Mhyre	05/18/2016 10:40 AM
Christine Hansen	05/18/2016 11:14 AM
Started On: 05/11/2016 10:39 AM	

RESOLUTION NO. 16-30
OF EDMONDS SCHOOL DISTRICT No. 15
SNOHOMISH COUNTY, WASHINGTON

AUTHORIZE INTERLOCAL COOPERATION AGREEMENT
FOR SPECIAL EDUCATION SERVICES

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

WHEREAS, it is the intent of the Board of Directors of Edmonds School District No. 15, to provide appropriate programs for students with special needs; and

WHEREAS, it is desired to utilize to the best advantage existing program, services and facilities thereby eliminating unnecessary duplication; and

WHEREAS, in so doing, at times it becomes necessary to share programs, services and facilities on an interlocal cooperative basis with other districts;

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

1. That the administration be authorized to develop such interlocal cooperation agreements with other districts in the best interest of students and districts.
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 24th day of May, 2016.

Edmonds School District No. 15
BOARD OF DIRECTORS

Susan Phillips, President

Ann McMurray, Vice President

Carin Chase, Legislative Rep.

Diana White, Board Member

ATTEST: 

Nick Brossoit, Ed.D.
Secretary to the Board of Directors

Gary Noble, Board Member

INTERLOCAL COOPERATION AGREEMENT FOR EDUCATIONAL
SERVICES TO SPECIAL NEEDS CHILDREN

This interlocal cooperation agreement (hereinafter referred to as "Agreement") is hereby entered into by and between Edmonds School District No. 15, Snohomish County, Washington, hereinafter referred to as the "serving district" and the following Washington State school district(s), each hereinafter referred to as the "resident district", and collectively as "Cooperative":

<u>Arlington</u>	School District No.	<u>016,</u>	<u>Snohomish</u>	County
<u>Bainbridge Island</u>	School District No.	<u>303,</u>	<u>Kitsap</u>	County
<u>Bellevue</u>	School District No.	<u>405,</u>	<u>King</u>	County
<u>Bellingham</u>	School District No.	<u>501,</u>	<u>King</u>	County
<u>Burlington-Edison</u>	School District No.	<u>100,</u>	<u>Skagit</u>	County
<u>Central Kitsap</u>	School District No.	<u>401,</u>	<u>Kitsap</u>	County
<u>Chimacum</u>	School District No.	<u>430,</u>	<u>Jefferson</u>	County
<u>Coupeville</u>	School District No.	<u>204,</u>	<u>Island</u>	County
<u>Everett</u>	School District No.	<u>002,</u>	<u>Snohomish</u>	County
<u>Granite Falls</u>	School District No.	<u>332,</u>	<u>Snohomish</u>	County
<u>Index</u>	School District No.	<u>063,</u>	<u>Snohomish</u>	County
<u>Issaquah</u>	School District No.	<u>411,</u>	<u>King</u>	County
<u>Lake Stevens</u>	School District No.	<u>004,</u>	<u>Snohomish</u>	County
<u>Lake Washington</u>	School District No.	<u>414,</u>	<u>King</u>	County
<u>Lakewood</u>	School District No.	<u>306,</u>	<u>Snohomish</u>	County
<u>Marysville</u>	School District No.	<u>025,</u>	<u>Snohomish</u>	County
<u>Mercer Island</u>	School District No.	<u>400,</u>	<u>King</u>	County
<u>Monroe</u>	School District No.	<u>103,</u>	<u>Snohomish</u>	County
<u>Mt. Vernon</u>	School District No.	<u>320,</u>	<u>Skagit</u>	County
<u>Mukilteo</u>	School District No.	<u>006,</u>	<u>Snohomish</u>	County
<u>North Kitsap</u>	School District No.	<u>400,</u>	<u>Kitsap</u>	County
<u>Northshore</u>	School District No.	<u>417,</u>	<u>King</u>	County
<u>Oak Harbor</u>	School District No.	<u>201,</u>	<u>Island</u>	County
<u>Port Townsend</u>	School District No.	<u>050,</u>	<u>Jefferson</u>	County
<u>Renton</u>	School District No.	<u>403,</u>	<u>King</u>	County
<u>Riverview</u>	School District No.	<u>407,</u>	<u>King</u>	County
<u>Seattle</u>	School District No.	<u>001,</u>	<u>Skagit</u>	County
<u>Sedro Woolley</u>	School District No.	<u>101,</u>	<u>Skagit</u>	County
<u>Shoreline</u>	School District No.	<u>412,</u>	<u>King</u>	County
<u>Snohomish</u>	School District No.	<u>201,</u>	<u>Snohomish</u>	County
<u>Snoqualmie Valley</u>	School District No.	<u>410,</u>	<u>King</u>	County
<u>South Kitsap</u>	School District No.	<u>402,</u>	<u>Kitsap</u>	County
<u>South Whidbey</u>	School District No.	<u>206,</u>	<u>Island</u>	County
<u>Stanwood-Camano</u>	School District No.	<u>401,</u>	<u>Island/Sno.</u>	County

WITNESSETH

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

WHEREAS, each school in the State of Washington is required by RCW 28A.155.010 to ensure that all handicapped children residing within its boundaries shall have the opportunity for an appropriate education at public expense, and

WHEREAS, each school district is authorized by RCW 28A.155.020 to participate in an Agreement to secure such appropriate educational opportunity for its resident handicapped children, and

WHEREAS, each resident district has within its boundaries resident handicapped children as described in Chapter 392-172A WAC, and

WHEREAS, each resident district has determined that certain such children can most appropriately be served through an Agreement pursuant to RCW 39.34, RCW 28A.155.090 and RCW 28A.225.250.

NOW THEREFORE, BE IT RESOLVED that the parties hereto agree as follows:

1. That an Agreement be continued with Edmonds School District No. 15 as the serving district. The general purpose of such Agreement shall be to provide special education programs and services to handicapped students of the parties to the Cooperative.
2. The administration of the Cooperative, including filing such documents and obtaining such approvals as are necessary to receive appropriate state funding, is vested in the serving district and the policies and procedures adopted by the serving district's Board of Directors.
3. This Agreement is for the regularly scheduled school program year, as scheduled by the school building in which each child attends classes, and may include extended school year services as determined by each child's Individual Education Program (IEP).
4. All program staff and facilities for the Cooperative shall be employed by and situated within the boundaries of the serving district.
5. The Cooperative, as of April 2016, serves 2,825 children: 2,779 from the serving district, and 46 from the following resident districts:

<u>2</u> from <u>Arlington</u>	School District,	<u>Snohomish</u> County
<u>0</u> from <u>Bainbridge Islalnd</u>	School District,	<u>Kitsap</u> County
<u>2</u> from <u>Bellevue</u>	School District,	<u>King</u> County
<u>0</u> from <u>Bellingham</u>	School District,	<u>Whatcom</u> County
<u>1</u> from <u>Burlington-Edison</u>	School District,	<u>Skagit</u> County
<u>0</u> from <u>Central Kitsap</u>	School District,	<u>Kitsap</u> County
<u>0</u> from <u>Chimacum</u>	School District	<u>Jefferson</u> County
<u>0</u> from <u>Coupeville</u>	School District,	<u>Island</u> County
<u>4</u> from <u>Everett</u>	School District,	<u>Snohomish</u> County
<u>1</u> from <u>Granite Falls</u>	School District,	<u>Snohomish</u> County
<u>0</u> from <u>Index</u>	School District,	<u>Snohomish</u> County
<u>4</u> from <u>Issaquah</u>	School District,	<u>King</u> County
<u>2</u> from <u>Lake Stevens</u>	School District,	<u>Snohomish</u> County
<u>1</u> from <u>Lake Washington</u>	School District,	<u>King</u> County
<u>1</u> from <u>Lakewood</u>	School District,	<u>Snohomish</u> County

<u>7</u> from <u>Marysville</u>	School District,	<u>Snohomish</u> County
<u>0</u> from <u>Mercer Island</u>	School District,	<u>King</u> County
<u>0</u> from <u>Monroe</u>	School District,	<u>Snohomish</u> County
<u>0</u> from <u>Mt. Vernon</u>	School District,	<u>Skagit</u> County
<u>3</u> from <u>Mukilteo</u>	School District,	<u>Snohomish</u> County
<u>0</u> from <u>North Kitsap</u>	School District,	<u>Kitsap</u> County
<u>3</u> from <u>Northshore</u>	School District,	<u>King</u> County
<u>0</u> from <u>Oak Harbor</u>	School District,	<u>Island</u> County
<u>0</u> from <u>Port Townsend</u>	School District,	<u>Jefferson</u> County
<u>3</u> from <u>Renton</u>	School District,	<u>King</u> County
<u>0</u> from <u>Riverview</u>	School District,	<u>King</u> County
<u>6</u> from <u>Seattle</u>	School District,	<u>King</u> County
<u>0</u> from <u>Sedro Woolley</u>	School District,	<u>Skagit</u> County
<u>1</u> from <u>Shoreline</u>	School District,	<u>King</u> County
<u>3</u> from <u>Snohomish</u>	School District,	<u>Snohomish</u> County
<u>0</u> from <u>Snoqualmie Valley</u>	School District,	<u>King</u> County
<u>1</u> from <u>South Kitsap</u>	School District,	<u>Kitsap</u> County
<u>0</u> from <u>South Whidbey</u>	School District,	<u>Island</u> County
<u>1</u> from <u>Stanwood-Camano</u>	School District,	<u>Island/Sno.</u> County
<u>0</u> from <u>Sultan</u>	School District,	<u>Snohomish</u> County

Consistent with Section 5 of the 2015-16 state Enrollment Reporting Handbook, the serving district will report all eligible students served by the Cooperative on the appropriate state and federal count reports for the purpose of crediting the special education apportionment funds to the appropriate resident district. ("Eligible students" is inclusive of those students in the cooperative who are attending classes outside their resident school district boundaries.) The serving district will report on Form P-223 all students who are attending classes within its boundaries for the purpose of receiving basic education apportionment funds. The serving district shall be designated as the WA primary district in CEDARS reporting.

6. The serving district agrees that all children will be enrolled on a full-time basis.
7. Each resident district retains responsibility for providing transportation services to and from each child's home and place of learning inside or outside the child's resident district. Each resident district agrees to pay its share of actual costs for any transportation provided by the serving district from one place of learning to another place of learning during the school day (e.g., field trips).
8. Each resident district agrees to reimburse the serving district for any excess cost of their students' programs.

The excess costs for serving students from participating districts will determine the student's service level fee. The service levels will be described on a Fee Schedule, which will be revised for each year of the Agreement.

Each resident district agrees to pay the full cost of any individualized support, materials, or equipment supplemental to the students' service level fee.

Billings are to be sent to participating districts as soon as is possible after the end of each semester in order to be paid from current budget accounts which close August 31.

In the event that a student could either enter or withdraw from the serving district program during the course of this Agreement, the annual fee for that student will be pro-rated on the basis of the

percentage of the school days actually enrolled and served.

To determine excess costs, the serving district will calculate:

<u>Expenditures:</u>	Budget Expense – Special Education Program Costs with indirect costs applied not to exceed the district unrestricted indirect rate.
Less	
<u>Revenue:</u>	Basic Education Apportionment – for students not mainstreamed, ages 5-21.

9. Each party to this Agreement acknowledges that their entering into this Agreement may result in financial commitments by other parties to this Agreement, and therefore, agree they will not terminate this Agreement without the consent of the serving district and any other party to this Agreement that would suffer financially thereby.

In the event of such unilateral termination without consent, the terminating party agrees to indemnify and pay other parties that have not agreed thereto for any financial loss which results from such termination. Any party to this Agreement may request that the Superintendent of Public Instruction appoint an arbiter, if necessary, to resolve disputes related to premature termination and all parties agree to accept the findings of such arbitration.

10. All assets acquired by the serving district and placed in service for the Cooperative during this Agreement shall remain the property of the serving district. 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 resident district unless the value of the asset is applied to the amount owed to the serving district, in which case the asset will become the property of the serving district.
11. Each party to this Agreement acknowledges that while this Agreement is for five school years, program development is continuous and long-range planning a requisite; that their entering into this Agreement may carry implications for succeeding school years. Therefore, each party agrees to announce their participation intentions for the succeeding school year no later than April 15. While such arrangement is not binding, such notification of intent is to be considered carefully and not thereafter modified except for good cause.
12. Each of the parties agrees that this Agreement is necessary and desirable for the following reasons:
- a. The effect on program operations is to provide educational programs not otherwise available.
 - b. The effect on costs and funding is to avoid unnecessary duplication of specialized or unusually expensive program or facilities.
13. Each party to this Agreement acknowledges that Chapter 28A.155 RCW and Chapter 392-172A WAC impose responsibilities on each resident district and that those responsibilities are not extinguished by delegation, in part or in total, under this Agreement. Hence, the serving district agrees that each resident district will be provided sufficient data to enable the resident district to evaluate the extent to which its responsibilities retained by the individual parties to this Agreement shall include but not be limited to the responsibility to assure that their particular students are receiving an appropriate education and to conduct student/parent appeals, all as required by Chapter 28A.155 RCW and Chapter 392-172A WAC.

This Agreement is for a five-year period, beginning with the 2016-2017 school year and expiring at the end of the 2020-2021 school year, and will be approved by each respective board of directors as a prerequisite for membership in the Cooperative. Signed copies of each respective school district board minutes or resolution approving the Agreement are available for inspection at each respective school district administration office.

IN WITNESS WHEREOF, this Agreement is executed pursuant to resolution by district Board of Directors as of the date set forth below.

EDMONDS SCHOOL DISTRICT NO. 15 5/24/2016
(Date)

By: [Signature]
Dr. Nick Brossoit, Superintendent / Secretary to the Board of Directors

_____ School District _____
(Date)

By: _____
(Name) (Title)