

Consent 2.

Regular Business Meeting

Miscellaneous consent

Meeting Date: 11/15/2016

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. 16-65

## Recommendation

Approve Resolution No. 16-65 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: 2016-17

Amount Requested: \$149,160.45

Source of Funds: State Sp Ed

Account Code: 2100-29-7010-097-3040-000

Fiscal Impact:

## Attachments

[Resolution No. 16-65](#)

[Interlocal Cooperation Agreement](#)

[Cost Detail](#)

## Form Review

Inbox  
Student Services Exec Director

Reviewed By  
Jean Mirabal

Date  
11/08/2016 03:45 PM

1/18/2017

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: 11/09/2016

Manuel Juzon	11/09/2016 08:10 AM
Stewart Mhyre	11/09/2016 02:41 PM
Christine Hansen	11/09/2016 02:53 PM
Started On: 11/02/2016 10:58 AM	

RESOLUTION NO. 16-65  
OF EDMONDS SCHOOL DISTRICT No. 15  
SNOHOMISH COUNTY, WASHINGTON

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AUTHORIZE INTERLOCAL COOPERATION AGREEMENT  
WITH SNOHOMISH SCHOOL DISTRICT

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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 15<sup>th</sup> day of November, 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:

\_\_\_\_\_  
Dr. Kristine McDuffy  
Secretary to the Board of Directors

\_\_\_\_\_  
Gary Noble, Board Member

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## 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 2016 – 2017 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
2	Granite Falls School District No. 332
3	Marysville School District No. 25
1	Monroe School District No. 103
1404	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

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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. Billing for un-funded 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 (c.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 2016 - 2017 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 - 2017 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

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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, 2017.
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 \_\_\_\_\_

1/12/17

Kent Kultgen, Ed.D., Superintendent

Date

School Board approval date: 1/11/17

**Edmonds School District No. 15**

By \_\_\_\_\_

11/15/16

Kris McDuffy, Ed.D., Superintendent

Date

School Board approval date: 11/15/16

Edmonds SD 2016-17

Edmonds Interdistrict Costs 2016-17						
Katie Christiansen	Para-Educator	\$28,881.76		1:1 Para Ed		
Eudore Muhlstein	Interpreter	\$99,000.00				
<b>Total</b>		<b>\$127,881.76</b>				
	<b>Cost for</b>		<b>Cost per</b>	<b>Remi</b>		
	<b>Remington</b>	<b>Total Direct Min.</b>	<b>min</b>	<b># Students</b>	<b>M/P/W</b>	<b>Salary &amp; Bens.</b>
Jackie Robinett (teacher)	\$14,454.52	7180	\$17.63	8	820	\$126,565.21
Jill Baker (SLP)	\$2,126.94	2069	\$53.17	62	40	\$110,015.93
Kelly Daniels (PT)	\$5,564.92	412	\$278.25	23	20	\$114,637.40
Erin Matthews (OT)	\$2,988.34	910	\$99.61	35	30	\$90,646.44
Chris Chittick (Audiologist)	\$2,646.60	405	\$132.33	17	20	\$53,593.60
<b>Total Cert Staff Costs</b>	<b>\$27,781.33</b>					
<b>Total Interpreter cost</b>	<b>\$127,881.76</b>					
<b>Minus Basic ed Allocation</b>	<b>-56,502.64</b>	<b>We retain basic ed funding per interdistrict agreement</b>				
<b>Total Cost for Remi W.</b>	<b>\$149,160.45</b>					