

Interdistrict Cooperative Agreement with Snohomish School District for special education services.

Board Agenda

Date: 09/08/2009
Submitted By: Mark Finley, Student Services/ESC
Submitted For: Katherine Wysocki
Department: Student Services/ESC
Agenda Category: Consent

Information

Subject

Interdistrict Cooperative Agreement with Snohomish School District for special education services.

Recommendation

Approve Resolution 09-47 authorizing the Superintendent to enter into an Interdistrict Cooperative Agreement with the Snohomish School District to provide special education services.

Background

This agreement was initially approved in the 2003-2004 school year with Snohomish School District providing special education services as the serving district for one student from 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 the serving district.

Fiscal Impact

Fiscal Year: 2009-10
Amount Requested: \$54,254
Source of Funds: State Special Ed
Account Code: 2100-29-7010-097-3040-000

Fiscal Impact:

Attachments

Link: [Resolution 09-47](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Student Services (Originator)	Paula Malone	09/02/2009 12:38 PM	APRV
2	Asst Supt Byrd	Sharon Rytter	09/02/2009 01:34 PM	APRV
3	Superintendent's Office	Jo Ann Kerns	09/02/2009 01:50 PM	APRV
Form Started By: Mark Finley			Started On: 08/07/2009 12:06 PM	
Final Approval Date: 09/02/2009				

09-47
RESOLUTION NO. ~~00-40~~
EDMONDS SCHOOL DISTRICT NO. 15
SNOHOMISH COUNTY, WASHINGTON

AUTHORIZE INTERDISTRICT COOPERATIVE AGREEMENT
WITH SNOHOMISH SCHOOL DISTRICT

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

WHEREAS, SNOHOMISH SCHOOL DISTRICT agrees to provide certain educational services to the District, specifically special education services 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 No. 15, Snohomish County, as follows:

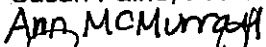
1. That a joint cooperative by and between Edmonds School District No. 15 hereinafter referred to as "Resident District", and Snohomish School District, hereinafter referred to as "Serving District" be formed as an interlocal cooperative for the purpose of providing special education services for member 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 9th day of September.

EDMONDS SCHOOL DISTRICT NO. 15
BOARD OF DIRECTORS

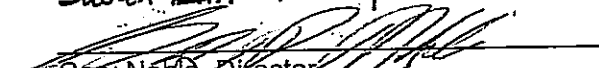


Susan Paine, President



Susan Phillips

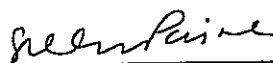
Ann McMurray, Vice President
Susan Paine Phillips



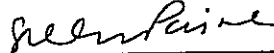
Gary Noble, Director



Pat Shields, Director

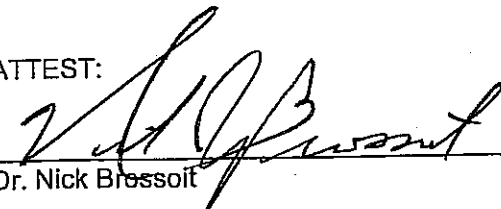


Susan Paine, Director



Susan Phillips, Director
Paine

ATTEST:



Dr. Nick Bressoff

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 2009 - 2010 school year, for 180 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
4	Lake Washington School District No. 414
4	Marysville School District No. 25
2	Mercer Island School District No. 400
1	Monroe School District No. 103
2	Mukilteo School District No. 6
1	Shoreline School District No. 412
1287	Snohomish School District No. 201
2	Sultan School District No. 311

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.

- (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, 2010.
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
1601 Avenue D
Snohomish, Washington 98290

Resolution No. 14-09

Interdistrict Cooperative Agreements – 2009-2010

WHEREAS, it is the intent of the Board of Directors of Snohomish School District No. 201 to provide appropriate programs which will meet the needs of students in special programs, career and technical programs, and programs for the disabled; and

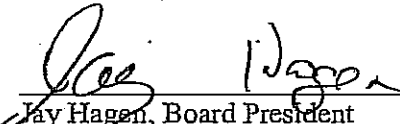
WHEREAS, it is desired to utilize to the best advantage existing programs, services and facilities, thereby eliminating unnecessary duplications; and

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

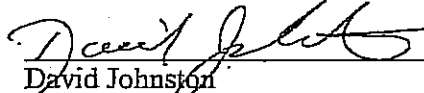
NOW, THEREFORE, BE IT RESOLVED, that the administration be authorized to develop such interdistrict cooperative agreements with other districts in the best interests of students and districts and tentatively implement such programs subject to the final approval of the Board of Directors.

ADOPTED by the Board of Directors of the Snohomish School District, Snohomish County, Washington, at its regular meeting on May 27, 2009.

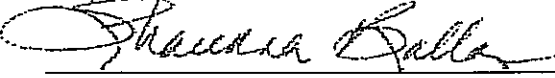
Snohomish School District No. 201
Snohomish County, Washington


Jay Hagen, Board President

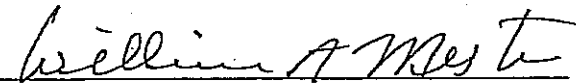
Leah Hughes-Anderson, Vice President


David Johnston

Josh Seek


Shauna Ballas

Attest:


William A. Mester, Ph.D.
Secretary, Board of Directors