

## RESOLUTION NO. 755

### Interdistrict Cooperative Agreement for Everett School District Provide Services for Other School Districts Students with Disabilities

*WHEREAS*, the Everett School District provides special education programs which appropriately meet the needs of certain students in the participating districts listed below:

Arlington School District No. 16  
Darrington School District No. 330  
Edmonds School District No. 15  
Granite Falls School District No. 332  
Index School District No. 63  
Lake Stevens School District No. 4  
Lakewood School District No. 306  
Marysville School District No. 25  
Monroe School District No. 103  
Mukilteo School District No. 6  
Northshore School District No. 417  
Skykomish School District No. 404  
Snohomish School District No. 201  
South Whidbey School District No. 206  
Stanwood School District No. 401  
Sultan School District No. 311.

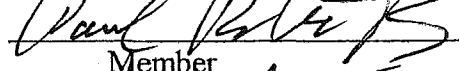
*WHEREAS*, these districts wish to continue an Interdistrict Cooperative pursuant to RCW 28A.155.020, Chapters 392-135 and 392-172-220 WAC.

*NOW, THEREFORE BE IT RESOLVED*, that an Interdistrict Cooperative be continued for the 2002-2003 school year and that the Everett School District be designated as the serving district. The general purpose of such cooperatives shall be to provide special education programs and services to disabled students of the districts in the cooperative as detailed in the standard agreement forms signed by the districts.

Dated this 27<sup>th</sup> day of August, 2002

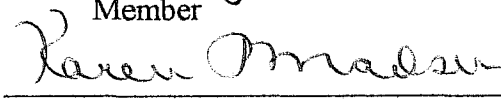
#### BOARD OF DIRECTORS OF EVERETT SCHOOL DISTRICT

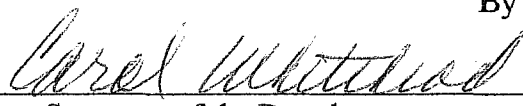
By   
Member

By   
Member

By \_\_\_\_\_  
Member

By   
Member

By   
Member

ATTEST:   
Secretary of the Board

## AGREEMENT FOR INTERDISTRICT COOPERATIVE EDUCATIONAL SERVICES FOR HANDICAPPED CHILDREN

This agreement is hereby entered into and between EVERETT School District No. 2, Snohomish and Island Counties, Washington, hereinafter referred to as the "serving district" and the following Washington State school district(s), each hereinafter referred to as the "resident district.":

<u>Arlington</u>	School District No.	<u>16</u>	<u>Snohomish</u>	County
<u>Darrington</u>	School District No.	<u>330</u>	<u>Snohomish</u>	County
<u>Edmonds</u>	School District No.	<u>15</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>63</u>	<u>Snohomish</u>	County
<u>Lake Stevens</u>	School District No.	<u>4</u>	<u>Snohomish</u>	County
<u>Lakewood</u>	School District No.	<u>306</u>	<u>Snohomish</u>	County
<u>Marysville</u>	School District No.	<u>25</u>	<u>Snohomish</u>	County
<u>Monroe</u>	School District No.	<u>103</u>	<u>Snohomish</u>	County
<u>Mukilteo</u>	School District No.	<u>6</u>	<u>Snohomish</u>	County
<u>Northshore</u>	School District No.	<u>417</u>	<u>King</u>	County
<u>Skykomish</u>	School District No.	<u>404</u>	<u>King</u>	County
<u>Snohomish</u>	School District No.	<u>201</u>	<u>Snohomish</u>	County
<u>South Whidbey</u>	School District No.	<u>206</u>	<u>Island</u>	County
<u>Stanwood</u>	School District No.	<u>401</u>	<u>Snohomish</u>	County
<u>Sultan</u>	School District No.	<u>311</u>	<u>Snohomish</u>	County

### WITNESSETH

*WHEREAS*, each school district in the State of Washington is required by RCW 28A.155.010 and 28A.155.100 to ensure that all disabled 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 interdistrict arrangement to secure such appropriate educational opportunity for its resident disabled children, and

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

*WHEREAS*, each resident district has determined that certain such children can most appropriately be served through an interdistrict arrangement pursuant to RCW 28A.155.020, Chapters 392-135 and 392-172-220 WAC

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

1. That an interdistrict cooperative be formed and the serving district, Everett, be designated as the applicant district to secure approval of this agreement by the Superintendent of Public Instruction. The general purpose of such cooperatives shall be to provide special education programs and services to disabled 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 all appropriate state and/or appropriate federal funding is vested in the **SERVING** district and the policies and procedures adopted by the serving district Board of Directors.
3. The effective date for the beginning of this interdistrict agreement shall be the date that approval of this agreement is granted by the Superintendent of Public Instruction.
4. This agreement is for the **2002-2003** regularly scheduled 180-day school program year, as scheduled by the school building in which each child attends classes, and excludes extensions of the program beyond such regularly scheduled program school year.
5. All programs, staff and facilities for the cooperative shall be employed by and be situated in the boundaries of the serving district.
6. The cooperative will service an average of **2111** children:

**2111** from the serving district

7. Unless otherwise agreed to, the serving district agrees that all children will be enrolled on a full-time basis.
  8. Each resident district retains responsibility for providing transportation services to and from each child's home and place of learning within or without 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, transportation for physical therapy).
  9. Each district participating in this cooperative commits to pay Everett School District an amount sufficient to reimburse the Everett School District the total cost of operating this cooperative for the students each sends. This will be done in the following fashion:
    - a. Each spring, sending 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.
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- b. For the apportionment that each district would expect to receive for providing services to disabled students assigned to participate in this cooperative, the district signing this agreement agrees to pay it directly to the Everett School District. Initially, this is estimated to be \$8,674 per FTE. If in the future this amount changes, a letter from a representative of this district, also signed by a representative of the Everett School District will suffice to advise of an appropriate, revised amount.
- c. Unfunded costs are expected in the operation of this cooperative. Unfunded costs are those costs incurred to operate the program which are greater than the amount provided in paragraph 9.b. above, to serve the students in the program. Districts with students placed in the program will be billed a per-student amount to cover unfunded costs. The amount will be determined by student FTE, based on the number of days a student is enrolled in the program divided by 180. Estimated unfunded costs will be billed periodically, as determined by the Everett School District. As deemed appropriate, the estimates will be compared to actual, and actual costs will be billed, giving credit to estimates already billed/paid.

Final billing will be made to participating resident districts as soon as possible after the close of the school year in order to be paid from **2002-2003** budget accounts which close August 31, 2003.

- 10. Each party to this agreement acknowledges that their entering into this interdistrict cooperative arrangement 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.
  - 11. 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.
  - 12. Each party to this agreement acknowledges that while this agreement is for one school program year only, 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 30. While such arrangement is not binding, such notification of intent is to be considered carefully and not thereafter modified except for good cause.
  - 13. Each of the parties agree that this interdistrict cooperative arrangement is necessary and desirable for the following reasons:
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- 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 programs or facilities.

14. Each party to this agreement acknowledges that Chapter 28A.155 RCW and Chapter 392-172 WAC impose responsibilities on each resident district and that those responsibilities are not extinguished by delegation, in part or in total, under this cooperative arrangement. Hence, if requested, 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 under law and regulations are satisfied. The responsibilities retained by the individual parties to this agreement shall include, but not be limited to, the responsibility to assure that their particular student/parent appeals, as required by Chapter 28A.155 RCW and Chapter 392-172 WAC are guaranteed.

*IN WITNESS WHEREOF*, the following school districts have executed this agreement pursuant to resolution by each district Board of Directors as of the day and year set forth below.

EVERETT SCHOOL DISTRICT No. 2

8/27/02

Date

By:

*Carol Whithead* *Supt. of Schools*

Name

Title

School District No.

Date

By:

Name

Title