

RESOLUTION NO. 424

3 orig. to  
Barbara  
Lowles  
6/11/90

R: 15-90  
6/4/90

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. 016
- Darrington School District No. 330
- Edmonds School District No. 015
- Granite Falls School District No. 332
- Index School District No. 063
- Lake Stevens School District No. 004
- Lakewood School District No. 306
- Marysville School District No. 025
- Monroe School District No. 103
- Mukilteo School District No. 006
- 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. 31.

WHEREAS, these districts wish to continue an Interdistrict Cooperative pursuant to RCW 28A.58.075, Chapters 392-135 and 392-171-491 WAC.

NOW, THEREFORE BE IT RESOLVED, that an Interdistrict Cooperative be continued for the 1990-91 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 handicapped students of the districts in the cooperative as detailed in the standard agreement forms signed by the districts.

Dated this 4<sup>th</sup> day of June, 1990.

BOARD OF DIRECTORS OF EVERETT SCHOOL DISTRICT

By [Signature] Member      By [Signature] Member  
 By [Signature] Member      By [Signature] Member  
 By [Signature] Member

ATTEST: [Signature]

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>016</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>015</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>Lake Stevens</u>	School District No.	<u>004</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>025</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>006</u>	<u>Snohomish</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.13.010 and 28A.13.070(7) 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.13.030 to participate in an interdistrict arrangement 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 392-171 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.58.075, Chapters 392-135 and 392-171-491 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 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 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 1990 - 1991 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 1407 children:
  - 1402 from the serving district, and
  - 5 from the resident district as follows:
    - 1 from South Whidbey School District, and Island County
    - 3 from Mukilteo School District, and Snohomish County
    - 1 from Lake Stevens School District, and Snohomish County

Only the serving district will report all pupils on OSPI Form P-223H for the purpose of receiving approval to conduct a handicapped program and concurrent determination of the extent that program costs are approved and funded from state funds. Only the serving district will report all eligible pupils for the entire cooperative on Form P-223NR for the purpose of receiving additional weighting in the distribution of basic apportionment funds. (Eligible pupils are all those pupils on the cooperative that are attending classes outside their resident school district boundaries.)

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 resident district agrees to share the burden of any program costs not funded under the current special education funding system. All state revenue accruing to each handicapped student will be included in the determinate of state support to the serving district special education programs. Any unfunded costs shall be prorated among the serving and resident districts on the basis of the number of students served pursuant to this agreement.

For the 1990-91 school year, it is estimated that the unfunded costs for serving resident pupils from participating districts will be based on student severity level.

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 199-91 budget accounts which close August 31, 1991.

In the event that pupils enter or leave the serving district program during the course of this agreement, the annual unfunded costs will be pro-rated on the basis of the percentage of the 180-day school year actually enrolled and served.

The calculation of unfunded costs will be based on state and local monies received and expended.

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:
  - 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.13 RCW and Chapter 392-171 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.13 RCW and Chapter 392-171 WAC are quaranteed.

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.

\_\_\_\_\_ School District \_\_\_\_\_

By: \_\_\_\_\_  
Name Title

\_\_\_\_\_ School District \_\_\_\_\_

By: \_\_\_\_\_  
Name Title