



TO: Board of Directors
FROM: Robert Hascall, Director of Special Services
SUBJECT: Interlocal Agreement
DATE: March 2, 2021
TYPE: Action Needed

The Stanwood-Camano School District will continue to provide special education programs and services to a student, a former resident of the District, now a resident of Everett School District, this continued placement in the established program is in the best interest of the student.

Recommendation: To approve this interlocal agreement for the 2020-21 school year.

INTER-DISTRICT AGREEMENT FOR EDUCATIONAL SERVICES TO
SPECIAL NEEDS STUDENT

This inter-district agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the Stanwood School District (hereinafter referred to as the “serving district”) and Everett Public Schools (hereinafter referred to as the “resident district”):

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 children with disabilities residing within its boundaries shall have the opportunity for an appropriate education at public expense, and

WHEREAS, each school district in the State of Washington is authorized by RCW 28A.155.060 to participate in an Agreement to secure such appropriate educational opportunity for resident children with disabilities, and

WHEREAS, the resident district has within its boundaries resident children with disabilities as described in Chapter 392-172A WAC, and

WHEREAS, the resident district has determined that the children identified herein 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. The serving district shall provide special education programs and services to ■■■ (the “Student”), a resident of Everett School District. While the resident district is able to provide the Student with a free and appropriate public education (FAPE) at a placement located at one of its schools, due to the age of the student and his currently established program in Stanwood, both the resident and serving districts believe it is more efficient and in the best interest of the student to continue the services established and provided by the serving district.
2. All program staff and facilities under this Agreement shall be employed by and situated within the boundaries of the serving district.
3. The resident district retains responsibility for providing transportation services to and from the Student’s home and place of learning inside or outside the Student’s resident district. The 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.
5. The resident district agrees to reimburse the serving district for any excess cost of the Student’s programs.

6. The resident district agrees to pay the full cost of any individualized support, materials, or equipment supplemental to the Student's special education programs and services.

Billings are to be sent to the resident district as soon as is possible after the end of each month in order to be paid from current budget accounts which close August 31, 2021.

In the event that Student enters or withdraws from the serving district program during the course of this Agreement, the fee for the 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:

Expenditures: Budget Expense – Special Education Program Costs with indirect costs applied not to exceed the district unrestricted indirect rate.

Estimated monthly costs for 2020-2021 School Year \$4,654.37 a month, with June prorated. Expenditures for materials and in-district transportation will be added to a supplemental bill at the end of the period by the serving district.

7. All assets acquired by the serving district and placed in service during this Agreement shall remain the property of the serving district.

8. Each party to this Agreement acknowledges that Chapter 28A.155 RCW and Chapter 392-172A WAC impose responsibilities on the resident district and that those responsibilities are not extinguished by delegation, in part or in total, under this Agreement.

9. This Agreement shall remain in effect through June 15, 2021 or until the Student is no longer accessing special education programs and services in the serving district, whichever event occurs first. The serving District may offer to Student recovery services during the 2021-22 school year. If Student accepts such services, the resident and serving districts will execute a separate Agreement for the provision of such services.

10. This Agreement constitutes the entire Agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, draft agreements, and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all Parties.

For Stanwood School District – Lloy Schaaf, Assistant Superintendent

For Everett Public Schools – Kelley Clevenger, Executive Director, Special Services