

**Inter-Local Agreement Between  
Mount Vernon School District  
And  
Stanwood-Camano School District  
2017-2018 School Year**

**I. INTRODUCTION**

WHEREAS, legislatively approved staffing ratios and fiscal resources preclude the resident district from recruiting or generating sufficient staff to meet the needs of low-incidence disabled students; and

WHEREAS, districts have chosen to avoid unnecessary duplication of services provided by staff from professions demonstrating current labor pool shortages;

WHEREAS, RCW 39.34 and RCW 28A.310.180 authorize the school districts to join together to engage in various activities, including providing cooperative special education services and there exists an inter-local agreement signed by both parties for the purpose stated in the agreement.

**II. PURPOSE**

The purpose of this agreement is to provide the Stanwood-Camano School District the ability to have eligible special education students attend the Mount Vernon School District as authorized by the aforementioned statutes and RCW 28A.320.080 or other applicable laws.

**III. MEMBERSHIP**

Membership in this cooperative requires all members to sign this inter-local agreement.

**IV. FINANCING/COSTS/RATES**

The Stanwood-Camano School District, as a participant in this cooperative plan, commits to pay to Mount Vernon School District **\$5,300 per month x 10 months (total \$53,000)** to reimburse the Mount Vernon School District for the proportional share of a 1 FTE Special Ed teacher, Teacher of the Visually Impaired, Braille Technician, Assistive Technology Specialist, 1:1 Instructional Assistant, PT, OT, SLP, and/or any other services necessary to meet the program required by the IEP for student **TM** for the 2017-2018 School Year.

The basis of cost represents the partial costs of salary and benefits for the aforementioned MVSD contracted staff for the 2017-2018 school year. The billing will be billed monthly.

The Mount Vernon School District will include the student in the Washington State Basic and Special Education Counts, directing the funds back to Stanwood-Camano School District as the resident district.

#### **V. RIGHTS & OBLIGATIONS OF THE DISTRICTS**

Each district acknowledges that by entering into this inter-district cooperative agreement they are causing financial commitments by other parties to occur, and therefore they agree they will not terminate prior to the expiration provisions of part VIII below without the consent of the Stanwood-Camano School 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.

#### **VI. DISPUTE RESOLUTION**

Disputes arising out of this agreement shall be resolved in the following fashion:

The disputing parties may present their arguments to the head of Special Education of the serving district, to make a determination. If need be, it may be then referred to the Superintendent of the serving district.

#### **VII. TERM OF AGREEMENT/TERMINATION**

This agreement is for the 2017-2018 school year.

#### **VIII. DISTRIBUTION OF ASSETS ON TERMINATION/DISSOLUTION**

All assets acquired by Mount Vernon School District and placed in service for the cooperative during this agreement shall remain the property of Mount Vernon School District.

#### **IX. ASSIGNMENT/WAIVER/SEVERABILITY**

No rights or responsibilities required or authorized by this agreement can be assigned by any party hereto unless otherwise allowed in this agreement.

No provision of this agreement, or the right to receive reasonable performance or any act called for by its terms, shall be deemed waived by a breach thereof as to a particular transaction or occurrence.

If any term or condition of this agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this agreement which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this agreement are declared severable.

#### **X. HEADINGS/SIGNATURES/APPROVAL**

The headings of each section of this agreement are only provided for the aid to the reader. If there is any inconsistency between the headings and the context, and context will prevail.

By signing this agreement, the parties acknowledge that they have read and understand this agreement, including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this agreement, together with any appendices, constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this agreement.

By signing below, each party affirms that this agreement has been approved by his/her Board of Directors or he/she has been given authority by such board to enter into this agreement. If this approval is provided through a resolution, a copy of said resolution will be attached hereto.

\_\_\_\_\_  
Mount Vernon School District  
Skagit County, Washington

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
Stanwood-Camano School District  
Snohomish County, Washington

\_\_\_\_\_  
DATE: