


# Stanwood Camano School District

TO : BOARD OF DIRECTORS  
FROM : GARY PLATT, EXEC. DIRECTOR – BUSINESS SERVICES   
SUBJECT : MOUNT VERNON SCHOOL DISTRICT INTERLOCAL AGREEMENT  
- TITLE I SERVICES  
DATE : JANUARY 19, 2016  
TYPE : ACTION NEEDED

Attached is an inter-local agreement between the Mount Vernon School District and Burlington-Edison, Sedro-Woolley, and Stanwood-Camano School Districts. This agreement provides an educational program administered by Mount Vernon for students qualifying for Federal Title I services that reside within the boundaries of our district and attend private schools in the Mount Vernon School District. Services provided under this agreement are primarily for reading remediation.

Presently, we do not have any students meeting the above requirements. However, if that situation changes, a program for such students would be in place. There is no financial responsibility for our district until a qualifying student begins receiving services in Mount Vernon. If that situation occurs, any so designated Title IA funds received from the federal government would be paid to Mount Vernon.

This contract is renewed on an annual basis.

Recommendation:

We recommend the board **move to approve the 2015-16 Inter-Local Agreement between Sedro-Woolley, Burlington-Edison, Stanwood-Camano, and Mount Vernon School District as attached.**

INTER-LOCAL AGREEMENT  
BETWEEN  
SEDRO-WOOLLEY SCHOOL DISTRICT \*\* BURLINGTON-EDISON SCHOOL  
DISTRICT \*\* STANWOOD SCHOOL DISTRICT  
AND  
MOUNT VERNON SCHOOL DISTRICT  
**2015 2016**

**I. INTRODUCTION**

WHEREAS, legislatively approved staffing ratios and fiscal resources preclude the resident district from generating sufficient staff to meet the needs of eligible Title I private school students.

And

WHEREAS, cooperative staffing agreements provide a more efficient and economical basis for managing and implementing the private school program

And

WHEREAS, districts have chosen to avoid unnecessary duplication of services and rather choose to try to free up resources to provide educational programs not otherwise available;

And

WHEREAS, RCW 39.34 authorizes school districts to join together to engage in various activities and there exists an inter-local agreement signed by both parties for the purpose stated in the agreement;

Now THEREFORE

A cooperative is hereby created wherein Sedro-Woolley School District, Burlington-Edison School District and Stanwood School District will, pursuant to the terms and conditions of this agreement, as contained herein, enter into a cooperative arrangement with the Mount Vernon School District to secure Instructional Assistant time to provide additional instruction in reading and/or math for those students who are eligible to receive Title IA support in Private Schools in the Mount Vernon School District Boundary.

**II. PURPOSE**

The purpose of this agreement is the formation of a cooperative to provide Title I services to those private school students who qualify according to Title I guidelines for additional instruction in reading and/or math.

**III. MEMBERSHIP**

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

**IV. FINANCING/COSTS/RATES**

The Sedro-Woolley School District, Burlington-Edison School District, and Stanwood School District shall pay an amount sufficient to reimburse the Mount Vernon School District the hourly costs incurred for this Instructional position, at the classified employees experience placement level according to the Mount Vernon School District classified employees salary schedule, plus related benefits. This will be done in the following fashion:

The Sedro Woolley School District, Burlington-Edison School District, and Stanwood School District will reimburse Mount Vernon School District in the amount of each District's projected eligible Private School students enrolling in Private Schools within the Mount Vernon School District boundaries. The amount for each District is calculated from the number of projected eligible Private School students enrolling in Private schools within the Mount Vernon School District boundaries as of June 1 for the

subsequent school year, multiplied by the Title IA Per Pupil Expenditure [PPE] calculation, as listed in each District's Title IA Application for 2015 2016.

The projected 2015 2016 Title 1A funds are (\$TBD) for Sedro Woolley School District and (\$TBD) for Burlington-Edison School District and (\$TBD) for Stanwood School District. The funds generated from each district are then pooled together to provide services to eligible private school children determined by the eligibility criteria of (1) residence in a participating public school attendance area, and (2) educational need.

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

Each district acknowledges that by entering into this inter-district cooperative agreement they are causing financial commitments to occur, and therefore they agree they will not terminate prior to the expiration provisions of part VII below without the consent of all parties to this agreement. In the event of such unilateral termination without mutual 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 party may present their arguments to the Director of Categorical Programs of the providing district, to make a determination. If need be, it may be then referred to the Superintendent of the providing district.

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

This agreement begins with hiring of an instructional assistant for the 2015 2016 school year and shall be renewed each year pursuant to grant funding. The agreement is effective on the date of ratification, signature of all parties.

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

All assets acquired by Sedro-Woolley District, Burlington-Edison School District, and Stanwood School District, and placed in service for this cooperative during this agreement shall remain the property of those districts. Any asset acquired by a participating district and used in the program, but not billed to the cooperative, will remain the property of the purchasing 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. SUSPENSION, DEBARMENT**

The parties to this Agreement certify, and each relies thereon in execution of this Agreement, that neither their entity nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by an Federal governmental agency or department.

## **XI. 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, the 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.

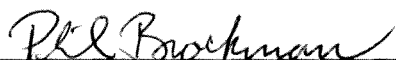
By signing below, each party affirms that this agreement has been approved by his/her Board of Directors or he/she has been given authority by such board to enter into this agreement. If this approval is provided through a resolution, a copy of said resolution will be attached hereto.

Date: \_\_\_\_\_

\_\_\_\_\_ or Designee

**Superintendent Stanwood-Camano School District**

**Stanwood, Snohomish County, Washington**



Date: December 14, 2015

**Phil Brockman or Designee**

**Superintendent Sedro-Woolley School District**

**Sedro Woolley, Skagit County, Washington**

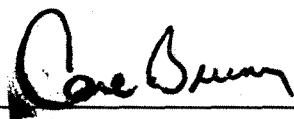


Date: 1/4/16

**Laurel W. Browning or Designee**

**Superintendent Burlington-Edison School District**

**Burlington, Skagit County, Washington**



Date: 8/6/2015

**Dr. Carl Bruner or Designee**

**Superintendent Mount Vernon School District**

**Mount Vernon, Skagit County, Washington**