



TO: Board of Directors
FROM: Robert Hascall, Director of Special Services
SUBJECT: Interlocal Agreement
DATE: December 3, 2019
TYPE: Action Needed

The Stanwood-Camano School District will provide a teacher for the visually impaired (TVI) services to Lakewood School District through mutually agreed conditions set forth in the interlocal agreement through the conclusion of the 2019-20 school year.

Recommendation: To approve this interlocal agreement for the 2019-20 school year.

**INTERLOCAL AGREEMENT
BETWEEN
STANWOOD-CAMANO SCHOOL DISTRICT
AND
LAKEWOOD SCHOOL DISTRICT**

2019-20 SCHOOL YEAR

I. INTRODUCTION

The Stanwood-Camano and Lakewood school districts agree to enter into a board approved cooperative to share a teacher for the visually impaired (TVI) position for the 2019-20 school year. This is allowable per RCW 39.34 AND RCW 28A.310.180.

The Stanwood-Camano School District will provide TVI services to Lakewood School District according to the terms and conditions contained herein.

II. PURPOSE

The purpose of this agreement is to identify the terms and conditions by which the Stanwood-Camano School District will provide TVI services to the Lakewood School District as authorized by the aforementioned statutes and RCW 28A.320.080 or other applicable laws.

III. FINANCING / COSTS / RATES

The Lakewood School District agrees to pay the Stanwood-Camano School District an amount sufficient to reimbursement the total cost of a .10 FTE TVI for the duration services are provided during the 2019-20 school year. Lakewood School District will be billed monthly the amount to be determined by the Stanwood-Camano School District for a .10 FTE TVI. The amount is initially estimated to be \$8,455.00 (eight thousand four hundred fifty five dollars) from December 3, 2019 through the conclusion of the 2019-20 school year (approximately 121 days). Estimated costs are based on salary plus benefits. As appropriate the estimates will be compared to actual costs, and actual costs will be billed, crediting estimated costs already billed. If the scope of the hours is determined to need adjustment, the parties will mutually agree to changes at the same rate calculation.

IV. DISPUTE RESOLUTION

The disputing parties may present their arguments to the Director of Special Services representing Stanwood-Camano School District to make a determination. If need be, it may be then referred to the Superintendent of the Stanwood-Camano School District. If an outside neutral party is necessary, one will be found at NWESD 189 or from another agency by mutual agreement.

V. TERM OF AGREEMENT / TERMINATION

For all parties to this contract, this agreement begins December 3, 2019 and end at the conclusion of the 2019-20 school year. In the event the TVI terminates employment with the Stanwood-Camano School District or is unavailable to provide services due to a leave in employment, this agreement is no longer valid.

VI. 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 of any act called for by its terms, shall be deemed waived by the acceptance of a breach thereof as to a particular transaction or occurrence.

If any term of 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.

VII. SUSPENSION AND DISBARMENT

The parties to the agreement certify, and each relies thereon in execution of this agreement, that neither their entity nor its Principals are presently suspended or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purposes of this certification, mean officers; directors, owners; partners; and persons having primary management or supervisory responsibilities within a district. Further, each party agrees to provide the other(s) immediate written notice if, at any time during the term of this agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. Each party's certification via the execution of this agreement is a material representation of fact upon which each party has relied in entering into this agreement. Should either party determine, at any time during this agreement, including any renewals hereof, that this certification is false, or become false due to changed circumstances, it may terminate this agreement in accordance with the terms and conditions hereof.

VIII. 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 content, content 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 part 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.

STANWOOD-CAMANO SCHOOL DISTRICT

LAKEWOOD SCHOOL DISTRICT

By: _____
Signature

By: Scott M. Pearce
Signature

Lloy Schaaf, Ed.D.
Printed name

Scott M. Pearce
Printed name

Asst Superintendent of Teaching & Learning
Title

Superintendent
Title

Date

11/26/19
Date