



**Contact:**

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TO: Stanwood Camano School District Board of Directors

FROM: Robert Hascall, Executive Director of Special Services

SUBJECT: Interlocal Agreement

DATE: October 17, 2023

TYPE: Action Required

Please see the attached Interlocal Agreement between Stanwood-Camano School District and La Conner School District. This agreement allows two students who reside in La Conner to be served in the Stanwood-Camano School District within our special education program.

Recommendations: We recommend you approve this Interlocal Agreement between Stanwood-Camano School District and La Conner School District.

Every student is empowered to learn in an inclusive setting  
and is prepared for the future of their choice

**[www.stanwood.wednet.edu](http://www.stanwood.wednet.edu)**

**Interlocal Agreement Between**  
**Stanwood-Camano School District**  
**And**  
**La Conner School District**

**2023-24 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.320.080 authorize the school districts to join together to engage in various activities, including providing cooperative special education services.

**II. PURPOSE**

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

**III. MEMBERSHIP**

Membership in this cooperative requires all members to sign this interlocal agreement.

**IV. FINANCING/COSTS/RATES**

The La Conner School District, as a participant in this cooperative plan, commits to pay the Stanwood-Camano School District \$128,109.25, per student to reimburse the Stanwood-Camano School District for the proportional share of a special education teacher, general education teachers, paraeducators, occupational therapy, speech and language pathologist, physical therapist, board certified behavioral analyst, and/or any other services necessary to meet the program required by the IEP for student(s) LP, and LP for the 2023-24 school year. Transportation costs and any support needed per the IEP will be provided by the La Conner School District. Extended School Year Services may be agreed upon through an addendum to this contract.

The basis of cost represents the partial costs of salary and benefits for the aforementioned Stanwood-Camano School District contracted staff for the 2023-24 school year. The billing will be billed monthly over eight (8) months. The La Conner School District will include the students in the Washington State Basic and Special Education Counts.

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

Each district acknowledges that by entering into this inter-local cooperative agreement they are causing financial commitments by the 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 all parties 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.

The La Conner School District remains responsible for providing a free, appropriate public education for students served by Stanwood-Camano School District pursuant to this Interlocal agreement. The La Conner School District will contact the Stanwood-Camano School District 60 days prior to the expiration of a student's IEP to schedule dates for the IEP meeting and shall be responsible for all notices to parents required by federal or state regulations and statutes.

It is the responsibility of the Stanwood-Camano School District to assure that the student's IEP and program services are appropriate. The Stanwood-Camano School District agrees to on-going program observations and visitations by La Conner School District.

#### **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 Executive Director of Special Services 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 2023-24 school year.

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

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

## **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 superseded 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.

Stanwood-Camano School District  
Snohomish County, Washington

La Conner School District  
Skagit County, Washington

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Signature

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Signature

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Dr. Deborah Rumbaugh  
Printed Name

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Printed Name

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Superintendent  
Title

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Title

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Date

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Date

## **Attachment A**

Amount not to exceed \$16,013.00 per month x 8 months to total \$128,109 per student.  
Agreement for two students not to exceed \$32,026.00 per month x 8 months to total \$256,218.50.

To reimburse the Stanwood-Camano School District for the proportional share of a special education teacher, general education teachers, paraeducators, occupational therapy, speech and language pathologist, physical therapist, board certified behavioral analyst, and/or any other services necessary to meet the program required by the IEP for La Conner School District student(s)     LP, and LP     for the 2023-24 school year.