

## AGREEMENT FOR SUPPLEMENTARY STUDENT SERVICES

THIS AGREEMENT is made this 27 day of October, 2010, by and between the Mukilteo School District, hereinafter referred to as "Mukilteo SD," and Northwest Educational Service District 189, hereinafter referred to as the "NWESD," for the purpose of providing supplementary services to Mukilteo SD students.

NOW, THEREFORE, it is Mutually Agreed and Understood:

### Section I

#### Description of Services

NWESD agrees to provide Mukilteo SD supplementary services to identified students of Mukilteo SD. Said services are more clearly described in "Exhibit A," attached hereto and incorporated herein by reference.

### Section II

#### General Provisions

The students served by this program are to be residents of the Mukilteo SD, and accordingly, it is acknowledged that the Mukilteo SD retains the responsibility to provide their appropriate public educational program. The Mukilteo SD commits to pay to the NWESD an amount sufficient to reimburse the NWESD the total cost of serving identified students, including the typical indirect rates. This will be done in the following fashion:

1. The Mukilteo SD will identify which students need supplementary services to meet the student's individual educational program (I.E.P.), if applicable, and will notify the NWESD in a timely fashion so that the NWESD can hire the staff to provide the services.
2. Necessary personnel will be employed by the NWESD to provide supplementary services for the students identified in #1 above, and the Mukilteo SD will be billed by the NWESD on a periodic basis for services provided.
3. Non-Discrimination to Employment: Both parties agree to abide by their published Affirmative Action or Equal Employment Policies during the term of this Agreement.
4. Licensing in Compliance with Laws and Regulations: The NWESD agrees that any and all individuals assigned to the Mukilteo SD students shall be licensed, certified, and/or accredited in compliance with all applicable federal and state statutes/requirements.

### Section III

#### Rights and Obligations of the NWESD

In accordance with this agreement, the NWESD shall:

1. Provide supplementary student services as described in this Agreement.
2. Recruit and employ the staff required to adequately provide supplementary student services

and who shall be subject to the policies and rules and regulations of the NWESD.

3. Contract or subcontract with any entity or person to provide any of the services needed to provide the identified services.

## **Section IV**

### *Rights and Obligations of the Mukilteo SD*

The Mukilteo SD acknowledges that Chapter 28A.155 RCW, Chapter 392-172 WAC, and Public Law 105-17 impose responsibilities on the resident district, and that those responsibilities are not distinguished by delegation, in part or in total, under this agreement.

To this extent, it is understood and agreed between the parties that the purpose and intent of this Agreement is that NWESD provide supplementary services for the students identified by the Mukilteo SD.

The Mukilteo SD shall retain the responsibility to:

1. Assure their particular students are receiving an appropriate education.
2. Comply with all provisions as requested by Chapter 28A.155 RCW, Chapter 392-172 WAC, and Public Law 105-17 (IDEA).
3. Incorporate Chapter 392-172 WAC and Public Law 105-17 (IDEA) into required policies.

Mukilteo SD waives any locally established procurement requirements that are more restrictive than those established by statute for fees/purchases initiated pursuant to this Agreement.

Mukilteo SD will not use federal funds for payment of any fees/purchases related to this Agreement, unless it provides prior written notice to the NWESD Assistant Superintendent for Finance and Compliance (Carol Browder at the time of approval). This will assure the District and NWESD can proactively explore and meet any federal procurement requirements.

Mukilteo SD is responsible for timely payments of the amounts billed by the NWESD for the services provided through this Agreement. Timely is defined as within thirty (30) days of being invoiced.

Mukilteo SD shall provide NWESD written notice 15 calendar days prior to intent to terminate this agreement.

## **Section V**

### *Suspension and Debarment*

The parties to this Agreement certify, and each relies thereon in execution of this Agreement, that their entity nor its Principals are presently debarred, suspended, proposed for debarment, 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 business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment; and similar positions). 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 should it become false due to changed circumstances, it may terminate this Agreement in accordance with the terms and conditions therein.

## **Section VI**

### *Dispute Resolution*

If a dispute regarding this agreement arises between the Mukilteo SD and the NWESD, then the Mukilteo SD will appoint someone to represent them, the NWESD will appoint someone to represent it, and those two parties will appoint someone as a third representative. Decisions will be made by a vote of the majority of the representatives.

## **Section VII**

### *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 that can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

### Section 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 heading 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.

*SW*

*A W Jenkins*      *11/3/10*  
Superintendent      Date

Northwest Educational Service District 189

Skagit County, Washington

*Marci Larsen*      *11/1/10*  
Superintendent      Date

*M. P. [Signature]*      School District

*[Signature]*      County, Washington

**EXHIBIT "A"**

The NWESD will provide for Mukilteo SD appropriate personnel to provide supplementary student services as detailed below and whose responsibilities shall include the following:

1. This agreement will be for the 2010-11 school year and references Mukilteo SD student "Ryan Knapp".
2. One-on-one instructional assistant for Mukilteo SD student to help facilitate safe school environment for staff and students at Snohomish Discovery Program.
3. In accordance with the current IEP, student shall receive one-on-one instructional assistance at a daily rate of two hundred and eighteen (\$218.00) per day, not to exceed thirty-nine thousand two hundred fifty six dollars (\$39,256) for the 2010-11 school year.