



Contact:

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TO: Stanwood-Camano Board of Directors

FROM: Dr. Deborah Rumbaugh, Superintendent

SUBJECT: Transportation Support in Time of Emergency Cooperative MOU

DATE: February 20, 2024

TYPE: Action Required

Attached you will find the Memorandum of Understanding (MOU) between the Stanwood-Camano School District, Arlington School District, Lakewood School District, and the Marysville School District regarding transportation support in times of emergency.

Recommendation: It is recommended that the Board approve the cooperative agreement of transportation support in times of emergency between the Arlington School District, Lakewood School District, Marysville School District, and the Stanwood-Camano School District.

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and is prepared for the future of their choice

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**Arlington School District, Lakewood School District, Marysville School District,
and Stanwood-Camano School District**

Memorandum of Understanding

Transportation Support in Time of Emergency

This agreement is made and entered into between the **Arlington School District, Lakewood School District, Marysville School District and Stanwood-Camano School District** to establish joint transportation support and terms of use in the event of an evacuation of the students and staff of one of the **four identified districts**. Hence for, the district evacuating will be referred to as the “evacuating district,” and the other three districts who are responding to assist in transporting will be referred to as the “participating districts.”

The **evacuating district** will make every effort to notify **the participating districts** of evacuation possibilities with as much notice as possible. Contact information between the two parties shall be maintained in a separate appendix and is considered confidential information and is not subject to public disclosure.

Each of the four participating districts agrees to provide available buses and vans for assistance to students and staff evacuating during emergency situations when the students and staff have a need to be transported. The timing of the emergency will impact the available buses and vans for each district. Collectively, districts will use best efforts to accommodate.

Each of the participating districts understands that their organization will be responsible for making buses and vans available to the extent reasonable to support the transportation needs for **the evacuating member district**.

Furthermore, **the evacuating district** will provide supervision for all students **being transported by participating districts**.

The **evacuating district** agrees that it shall exercise reasonable care in the conduct of its activities in said buses or vans and further agrees to replace or reimburse **the participating districts** for any fuel, materials, equipment or supplies that may be used by the district in the conduct of its evacuation.

The **evacuating district** will be responsible for replacing, restoring, or repairing damage occasioned by the use of any bus or van belonging to **the participating districts**.

The **evacuating district** will reimburse **participating districts** for any bona fide expenditure of personnel required to transport students and staff for the hours when in use by the **evacuating district**, including overtime costs, upon production of receipts or time sheets. The **evacuating district** will not pay any operational or administrative fees to **the participating school districts**.

The **evacuating school district** shall provide any and all releases of information to the press and media. The member school districts assisting in transporting shall not provide any release of information to the media, nor shall it provide any interviews with the press or media. All requests for media interviews or information submitted to member school districts assisting in transporting shall be directed to the

evacuating school district's Public Information Officer/Communication Specialist or the Superintendent of Schools.

The **evacuating school district** will make every effort to recognize the hospitality of **the participating member districts** in any press or media releases pertaining to the re-location and sheltering of students and staff.

Each individual district shall defend, indemnify, and hold harmless the officers, employees and agents of the other participating districts, from and against any and all liability, loss, expense, including reasonable attorney fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent that such liability, loss, allegation, expense, attorney fees, or claims for injury or damages are caused by or as a result of the negligent or intentional acts or omissions of the individual district or its officers, agents, students or employees while the districts participate under the terms of this Agreement.

Nothing in this MOU is intended to conflict with current laws or regulations of the United States of America, the State of or local government. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

This agreement shall become effective on 3/1/2024 and may be modified upon the mutual written consent of the parties.

The terms of this agreement, as modified with the consent of all parties, shall be self-renewable for a period of five (5) years from the end date of the agreement unless written termination is given by any party. Individual districts, upon sixty (60) days written notice to the other parties, may terminate this agreement.

The terms of this agreement, as modified with the consent of all parties,

AND NOW, this 20th day of February 2024, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

Dr. Chrys Sweeting
Superintendent of Schools,
Arlington School District

Dr. Erin Murphy
Superintendent of Schools,
Lakewood School District

Date

Date

Dr. Zachary Robbins
Superintendent of Schools,
Marysville School District

Date

Dr. Deborah Rumbaugh
Superintendent of Schools,
Stanwood-Camano School District

Date