INTERDISTRICT AGREEMENT FOR EDUCATION SERVICES
TO STUDENTS WITH DISABILITIES

This agreement (the “Agreement”) is made as of the 1st day of September 2012, by and between Tacoma School District No. 10, Pierce County, Washington (“Tacoma School District”), and the University Place School District No.83 (“University Place School District”) (collectively identified and referred to herein as the “Party” and/or the “Parties”).

WITNESSETH:

WHEREAS, the University Place School District undertakes and is authorized under Chapter 28A.155 RCW to provide an appropriate educational program for all students with disabilities residing within its boundaries; and

WHEREAS, the University Place School District has the authority under the provisions of Chapter 28A.155 RCW to contract with other school districts for the education of students with disabilities residing within its boundaries; and

WHEREAS, the University Place School District has determined that certain students with disabilities whose education presents unusual problems by reason of severity of disablement, multiplicity of disablement, or other factors, may advantageously attend and be enrolled in the special education program of the Tacoma School District during the 2012-2013 school year or may be advantageously served by Tacoma School District special education itinerant staff members; and

WHEREAS, Tacoma School District is willing to enter into this Agreement with the University Place School District to provide its special education program services to certain students with disabilities residing within the borders of University Place School District in the manner and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the promises and undertakings herein contained, the Parties hereto agree as follows:

1. The University Place School District has determined that it does not provide appropriate special education program(s) for certain students with disabilities and the Tacoma School District agrees to provide such educational services to such students with disabilities, including extended school year services for eligible disabled students. The University Place School District will include an addendum of student’s name and location and setting of services.

2. Tacoma School District agrees that it will commence special education program services for the 2012-2013 school year on or about September 1, 2012, and will complete the provision of such services on June 12, 2013. Any Extended School Year services provided for eligible special education students will conclude no later than August 31, 2013.

3. The University Place School District requests, and the Tacoma School District agrees that the eligible special education students will be provided a full-day program in the Tacoma School District while those students participate in the special education program at the Tacoma School District unless otherwise specified in the particular student's Individualized Education Plan ("IEP").
4. The Tacoma School District will administer the special education program(s) services in accordance with the rules and regulations of Chapter 392-172A WAC and pertinent Tacoma School District policies and practices.

5. The University Place School District agrees to retain the responsibility and cost of providing transportation to and from each child's home and that child's place of learning regardless of whether the place of learning is located within or without the child's resident district.

6. The Tacoma School District agrees to provide the special education program services described within this Agreement, PROVIDED that, the Tacoma School District will not subsidize the special education program services provided to any students from other districts. Therefore, the University Place School District agrees to reimburse the Tacoma School District for all costs incurred in conjunction with the provision of special education program services to its special education students.

For the 2012-2013 school year, the Tacoma School District will serve approximately “X” special education student(s) from the University Place School District.

The schedule for determining the costs for the provision of special education program services for the 2012-2013 school year will be similar to that of the 2011-2012 school year, but may reflect an increase in the actual cost of providing special education program services which could include but would not necessarily be limited to, salary raises based on state salary recommendations and district bargaining. Where applicable and appropriate, an estimated billing will be sent in the month of January with 75% of the estimated total bill to be due and owing within twenty (20) days of the date of the invoice with the final billing being sent in July and due and owing within twenty (20) days of the date of the invoice. Final costs, during the term of the Agreement, will reflect any changes in the provision of special education program services for the student, as well as all actual costs to the district, including changes in employee costs based on the terms and conditions of employee agreements, and other personnel policies and procedures.

The Tacoma School District will submit a final invoice along with other forms setting for the costs and expenses incurred, to the University Place School District on or about July 15, 2013. The University Place School District must remit full payment thereon within twenty (20) days of the date of the invoice.

7. The Tacoma School District will provide, and retain title to, all assets used by the special education program.

8. While the Tacoma School District is providing services to the students of the University Place School District, both parties understand and agree that it is the University Place School District that remains responsible for ensuring that its students are receiving a free, appropriate education. As such, the University Place School District shall be responsible for responding to and defending any and all claims brought on behalf of University Place resident students related to their receipt of educational services under the terms of this contract, regardless of forum. The University Place School District shall indemnify and defend the Tacoma School District and its employees without reservation in regards to
any claim brought against the Tacoma School District on behalf of University Place resident students related to their receipt of educational services under the terms of this contract, regardless of forum. The Tacoma School District and its employees in turn will take no action that intentionally exposes the University Place School District to such claims, and the Tacoma School District agrees to make its staff available to participate in IEP and other meetings necessary to ensure procedural compliance with respect to the provision of educational services to University Place resident students in accordance with this agreement.

With the exception of claims brought on behalf of University Place resident students related to their receipt of educational services under the terms of this contract with remain the sole responsibility of the University Place School District, each Party shall indemnify and hold harmless the other Party, its officials, officers, agents, employees, volunteers, and representatives from, and shall process and defend at its sole expense, any and all claims, demands, damages, suits at law or in equity, liabilities, losses, judgments, liens, expenses, and costs associated therewith (including but not limited to attorneys’ fees and costs) arising out of or occasioned by the performance, acts, and/or omissions solely occasioned by that Party, its employees, agents, representatives or volunteers relative to activity and/or services provided hereunder. In the event of recovery due to the aforementioned circumstances, each Party shall bear the burden of any judgment or lien arising therefrom individually, including any and all costs as part thereof.

The Tacoma School District agrees to submit reports and evaluations of the special education students, and the Parties mutually agree to assist each other in the research, drafting, and preparation of such reports and evaluations. The Parties further agree to assist each other in ensuring compliance with various State and Federal regulations and laws governing the provision of special education program services.

The term of the Agreement is one school year, from September 2012 through August 2013, unless otherwise terminated pursuant to paragraph 11 of this Agreement.

12. If the Tacoma School District determines that it is unable to continue to provide services to any University Place resident under the terms of this contract, it shall provide the University Place School District with 20 calendar days notice of its inability to continue to serve the student, and shall work with the University Place to facilitate an orderly transition of the student back to the University Place School District or to another school district or non-public agency school, and will adjust any billing to the University Place School District to reflect pro rata attendance by the student at issue.

If federal funds are expended under this Agreement, each Party certifies that neither it nor its principals are presently debarred, declared ineligible or voluntarily excluded from participation in transactions by any federal department or agency.
IN WITNESS WHEREOF, the University Place School District and the Tacoma School District have executed this Agreement at Tacoma, Washington, as of the day and year aforementioned.

TACOMA SCHOOL DISTRICT NO. 10

President

Superintendent of Schools

Board Approval Date

UNIVERSITY PLACE SCHOOL District NO. 83

President

Superintendent of Schools

Board Approval Date