

## **INTERDISTRICT AGREEMENT FOR EDUCATION SERVICES TO STUDENTS WITH DISABILITIES**

This agreement is made as of the 1st day of September 2010 by and between Tacoma School District No. 10, Pierce County, Washington, and Clover Park School District No.400

### **WITNESSETH:**

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

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

**WHEREAS**, the Clover Park 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 program of Tacoma School District during the school year 2010-2011 or be served by Tacoma School District special education itinerant staff members; and

**WHEREAS**, Tacoma School District is willing to enter into this agreement with the Clover Park School District and to provide its program to certain students with disabilities residing within the borders of Clover Park 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. Tacoma School District agrees that it will commence educational services on approximately September 1, 2010, and intends to complete the school year on approximately June 16, 2011. Extended School Year services for eligible students will conclude by August 1, 2011.
2. The Clover Park School District has determined that it does not provide an appropriate educational 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 Clover Park School District will include an addendum of student's name and location and setting of services.
3. The Clover Park School District requests, and the Tacoma School District agrees that the students will be provided a full-day program in the Tacoma School District while they are participating in the program unless specified otherwise via the student's IEP.
4. The Tacoma School District will administer the program(s) in accordance with the rules and regulations of Chapter 28A.155RCW and Tacoma School District policies and practices.

5. The Clover Park School District retains responsibility for providing transportation to and from each child's home and place of learning within or without the child's resident district.
6. The Tacoma School District agrees to provide the educational services described within this agreement, provided that the Tacoma School District does not subsidize the program for students from other districts. Therefore, the Clover Park School District agrees to reimburse the Tacoma School District for all costs.

Tacoma School District will serve approximately 9 student(s) from Clover Park School District.

The schedule for determining the costs for the 2010-2011 school year will be similar to that of the 2009-2010 school year but may reflect salary raises based on state salary recommendations and district bargaining. An estimated billing will be sent in January of each year and the final billing will be sent in July of each year. Final costs, during the term of the agreement, will reflect changes in services for the student, as well as include all actual costs to the district, 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 an invoice to Clover Park School District on or about July 2011 and other forms setting forth the costs and expenses incurred by the Tacoma School District. The Clover Park School District will remit within 20 days from receipt of invoice.

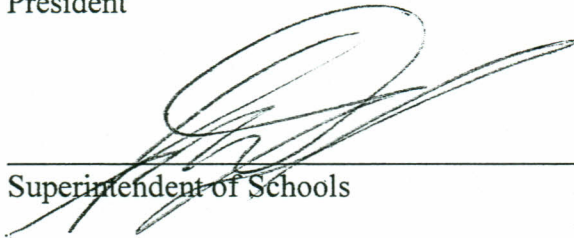
7. The Tacoma School District will provide, and retain title to, all assets used by the program.
8. Each party shall be responsible for the acts, errors, or omissions of its employees, officers, or agents.
9. The Tacoma School District agrees to submit reports and evaluations of the students, and the Tacoma School District and Clover Park School District agree to assist each other with such reports and evaluations.
10. This contract shall apply for the period from September 2010 through August 2011 unless otherwise terminated under paragraph 11 of this contract.
11. The Tacoma School District reserves the right to review and terminate the placement of any child with representatives of Clover Park School District if the Tacoma School District determines that the program is inappropriate. The review with Clover Park School District will include, but not be limited to (1) what is inappropriate with placement, (2) possible alternative placements (including the return of the student to sending district), (3) transition date(s), and (4) adjustment to billing as a result of change.
12. **Certification Regarding Debarment, Suspension and Ineligibility.** If federal funds are expended under this Contract, the Contractor 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 Clover Park 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

8-26-10

\_\_\_\_\_  
Board Approval Date

**CLOVER PARK SCHOOL DISTRICT NO. 400**



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President



\_\_\_\_\_  
Superintendent of Schools

April 19, 2010

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Board Approval Date